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भारत का राजपत्र

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सं. 13] नई दिल्ली, मार्च 25—मार्च 31, 2012, शनिवार/चैत्र 5—चैत्र 11, 1934
No. 13] NEW DELHI, MARCH 25—MARCH 31, 2012, SATURDAY/CHAITRA 5—CHAITRA 11, 1934

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृष्ठक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सार्विधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 27 मार्च, 2012

का.आ. 1201.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, झारखण्ड राज्य सरकार, गृह विभाग, रांची के दिनांक 26-11-2011 के पत्र सं. 6/सीबीआई-713/2011-4523 द्वारा प्राप्त सहमति से पुलिस राज्य सरकार में पंजीकृत झारखण्ड के जिला में कथित भूमि घोटाला के संबंध में भ्रष्टाचार निरोधक अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13(1)(डी) के साथ पठित धारा 13(2) तथा भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 423, 424, 467, 468, 469, 471, 477-ए, 419, 420, 409, 506, 201, 120-बी तथा 109 के अंतर्गत दिनांक 31-10-2011 का मामला सं. 25 तथा 26/2011 का तथा उपर्युक्त उल्लिखित अपराधों के संबंध में या उससे सम्बद्ध प्रयासों, दुष्प्रेरणाओं तथा घड़यांत्रों तथा उसी संब्यवहार में किए गए या इन्ही तथ्यों से उद्भूत कोई अन्य अपराध या अपराधों का अन्वेषण करने के

लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार सम्पूर्ण झारखण्ड राज्य के संबंध में करती है।

[फा. सं. 228/25/2012-एलीडी-11]
राजीव जैन, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 27th March, 2012

S.O. 1201.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Jharkhand, Home Department, Ranchi *vide* Letter No. 6/C.B.I.-713/2011-4523 dated 26-11-2011, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Jharkhand for investigation of Cases No. 25 and 26/2011 dated 31-10-2011 under sections 423, 424, 467, 468, 469, 471, 477-A, 419, 420, 409, 506, 201, 120-B and 109 of the

(2857)

Indian Penal Code, 1860 (Act No. 45 of 1860) and under sections 13(2) read with 13(1)(d) of the Prevention of Corruption Act, 1988 (Act No. 49 of 1988) registered at Police State Vigilance relating to alleged land scam in Deoghar District of Jharkhand and attempts, abetments and conspiracies in relation to or in connection with the above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[F. No. 228/25/2012-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 27 मार्च, 2012

का.आ. 1202.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नोक्त अपराधों को विनिर्दिष्ट करती है जिनका दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषण किया जाना है नामतः :—

- (क) भारतीय दण्ड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 424 के अन्तर्गत दण्डनीय अपराध तथा
- (ख) उपर्युक्त उल्लिखित अपराध के संबंध में या संबद्ध में प्रयास, दुष्क्रेणा तथा घडयंत्र तथा उसी संबद्धहार में किया गया या इहीं तथ्यों से उद्भूत कोई अन्य अपराध या अपराधों ।

[फा. सं. 228/25/2012-एवीडी- II]

राजीव जैन, अवर सचिव

New Delhi, the 27th March, 2012

S.O. 1202.—In exercise of the powers conferred by section 3 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby specifies the following offence which is to be investigated by the Delhi Special Police establishment namely :—

- (a) Offence punishable under section 424 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and
- (b) Attempt, abetment and conspiracy in relation to or in connection with the above mentioned offence and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[F. No. 228/25/2012-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 29 मार्च, 2012

का.आ. 1203.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की

धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नोक्त अपराधों को विनिर्दिष्ट करती है जिनका दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषण किया जाना है नामतः :—

- (क) भारतीय दण्ड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 366-ए, 366-बी, 370, 371, 372, 373, 374 तथा 377 के अन्तर्गत दण्डनीय अपराध ।
- (ख) किशोर न्याय अधिनियम, 2006 की धारा 23, 24, 25 तथा 26 के अन्तर्गत दण्डनीय अपराध ।
- (ग) बाल श्रम (निषेध तथा नियमन) अधिनियम, 1986 की धारा 14(1) तथा 14(3) के अन्तर्गत दण्डनीय अपराध तथा उपर्युक्त उल्लिखित अपराध के संबंध में या संबद्ध में प्रयास, दुष्क्रेणा तथा घडयंत्र तथा उसी संबद्धहार में किया गया या इहीं तथ्यों से उद्भूत अन्य अपराध या अपराधों ।

[फा. सं. 228/26/2012-एवीडी- II]

राजीव जैन, अवर सचिव

New Delhi, the 29th March, 2012

S.O. 1203.—In exercise of the powers conferred by section 3 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby specifies the following offences which are to be investigated by the Delhi Special Police establishment namely :—

- (a) Offence punishable under sections 366-A, 366-B, 370, 371, 372, 373, 374 and 377 of the Indian Penal Code, 1860 (Act No. 45 of 1860).
- (b) Offences punishable under sections 23, 24, 25 and 26 of the Juvenile Justice Act, 2006.
- (c) Offences punishable under sections 14(1) and 14(3) of Child Labour (Prohibition and Regulation) Act, 1986 and
- (d) Attempt, abetment and conspiracies in relation to or in connection with the above mentioned offence and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[F. No. 228/26/2012-AVD-II]

RAJIV JAIN, Under Secy.

विनि मंत्रालय

(वित्त और सेवा विभाग)

नई दिल्ली, 26 मार्च, 2012

का.आ. 1204.—योग्य विनियोगात्मक और विकास प्राधिकरण अधिनियम, 1999 (1999 का 41) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री एस. राय चौधरी द्वारा पद का कर्तव्यात्मक करने वाली आरोख से पाँच वर्ष की अवधि के लिए

अथवा 62 वर्ष की आयु प्राप्त कर लेने तक अथवा अगले आदेश होने तक, जो भी पहले हो, बीमा विनियामक तथा विकास प्राधिकरण में बिना आवास एवं कार की सुविधा के 2.50 लाख रुपये प्रति माह के वेतन पर पूर्ण कालिक सदस्य (जीवन) के रूप में नियुक्त करती है।

[फा. सं. आर-16011/02/2011-बीमा-1]

प्रिया कुमार, निदेशक बीमा-1

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 26th March, 2012

S.O. 1204.—In exercise of the powers conferred by Section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999), the Central Government hereby appoints Shri S. Roy Chowdhury as Whole-time Member (Life) in the pay of Rs. 2.50 lakh per month, without facility of house and car, in the Insurance Regulatory and Development Authority (IRDA) for five year from the date of assumption of charge of the post or till he attains the age of 62 years or until further order, whichever is earlier.

[F. No. R-16011/02/2011-Ins. I]

PRIYA KUMAR, Director (Insurance-I)

शहरी विकास मंत्रालय

नई दिल्ली, 26 मार्च, 2012

का.आ. 1205.—केन्द्र सरकार दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा 3 की उप-धारा (3) के खण्ड (छ) के साथ पठित उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री जे. बी. श्रीरसागर, मुख्य नियोजक, नगर एवं ग्राम नियोजन संगठन, भारत सरकार को तत्काल प्रभाव से दिल्ली विकास प्राधिकरण में सदस्य के रूप में नामित करती है।

[फा. सं. क-1/011/21/2004-डीडी I]

एन. टी. जोसेफ, अवर सचिव

MINISTRY OF URBAN DEVELOPMENT

New Delhi, the 26th March, 2012

S.O. 1205.—In exercise of the powers conferred by sub-section (1), read with clause (g) of sub-section (3) of Section 3 of the Delhi Development Act, 1957 (61 of 1957), the Central Government hereby nominates Shri J. B. Kshirsagar, Chief Planner, Town and Country Planning Organisation, Government of India, as Member of the Delhi Development Authority, with immediate effect.

[F. No. K-11011/21/2004-DDIA]

N. T. JOSEPH, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 9 मार्च, 2012

का. आ. 1206.—इस मंत्रालय की दिनांक 22-02-2012 की समसंख्यक अधिसूचना के क्रम में तथा चलचित्र (प्रमाण) नियम, 1983 के नियम 7 व 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार केन्द्रीय फिल्म प्रमाण बोर्ड के चेन्नै सलाहकार पैनल में निम्नलिखित व्यक्तियों को तत्काल प्रभाव से दो वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, अतिरिक्त सदस्यों के रूप में नियुक्त करती है।

क्र.सं. नाम

1. श्रीमती मीनाची वेंकटरमन
2. श्रीमती जी. सरस्वती नालादियर
3. श्रीमती सुरेखा रेड्डी
4. श्रीमती शांति जोसफ
5. श्री वेलु तेवर
6. श्री एम. गुरुनाथन

[फा. सं. 809/7/2011-एफ(सी)]

निरुपमा कोतरू, निदेशक (फिल्म)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 9th March, 2012

S.O. 1206.—In continuation of Ministry's Notification of even number, dated 22-02-2012 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint the following persons as members of the Chennai Advisory panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier :

Sl. No. Name

1. Smt. Meenatchi Venkatraman
2. Smt. G. Saraswathy Naladiyar
3. Smt. Surekha Reddy
4. Smt. Shanthi Joseph
5. Shri Velu Thevar
6. Shri M. Gurunathan

[F. No. 809/7/2011-F(C)]

NIRUPAMA KOTRU, Director (Films)

विद्युत मंत्रालय

नई दिल्ली, 30 मार्च, 2012

का.आ. 1207.—17-8-2006 को अधिसूचित मुख्य वैद्युत निरीक्षक एवं वैद्युत निरीक्षक की अर्हता, शक्ति तथा कार्य नियमावली, 2006 के साथ पठित, विद्युत अधिनियम, 2003 (2003 का 36) की धारा 162 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री एस. पी. खडे, निदेशक (तकनीकी) मुम्बई महानगर क्षेत्रीय विकास प्राधिकरण (एमएमआरडीए) को उपर्युक्त नियमावली में उल्लिखित अर्हता एवं शर्त के अधीन एमएमआरडीए में उनके कार्यकाल तक एमएमआरडीए के मेट्रो एवं मोनो रेल प्रोजेक्ट्स के मुख्य वैद्युत निरीक्षक के रूप में नियुक्त करती है।

उपर्युक्त अधिकारी एमएमआरडीए द्वारा प्राधिकार में लिए गए क्षेत्रों के भीतर अथवा एमएमआरडीए के नियंत्रणाधीन कार्यों एवं सभी वैद्युत संस्थापनाओं में केन्द्रीय विद्युत प्राधिकरण (सुरक्षा एवं विद्युत आपूर्ति से संबंधित उपायों) विनियम, 2010 में निर्धारित प्रक्रिया के अनुसार प्रचालन में वैद्युत कार्यों; वैद्युत संस्थापनाओं तथा वैद्युत रोलिंग स्टॉक के संबंध में अपनी शक्तियों का प्रयोग करेगा तथा अपने कार्यों का निष्पादन करेगा।

एमएमआरडीए यह सुनिश्चित करेगा कि श्री एस. पी. खडे एमएमआरडीए में उन्हें सौंपे गए कार्य हेतु मुख्य वैद्युत निरीक्षक नहीं होंगे।

मुख्य वैद्युत निरीक्षक के रूप में नियुक्त व्यक्तिको ऐसा प्रशिक्षण लेना होगा, जिसे केन्द्र सरकार इस प्रयोजनार्थ आवश्यक समझती हो तथा ऐसा प्रशिक्षण इस प्रकार पूरा करना होगा कि सरकार इससे संतुष्ट हो।

उपर्युक्त अधिसूचना शहरी विकास मंत्रालय द्वारा मेट्रो अधिनियम में आवश्यक संशोधन करने के बाद प्रभावी होगी।

[फा. सं. 42/3/2010-आर एंड आर]

ज्योति अरोड़ा, संयुक्त सचिव

उपभोक्ता माले, खाद्य और सार्वजनिक लितरण मंत्रालय

(उपभोक्ता माले विभाग)

(भारतीय मानक व्यूरो)

नई दिल्ली, 3 फरवरी, 2012

का.आ. 1208.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विकरण नीचे अनुमूली में दिया गया है, वे स्थापित हो गये हैं:—

अनुमूली

क्रम सं. स्थापित भारतीय मानक(कों) की संख्या,

वर्ष और शीर्षक

नये भारतीय मानक द्वारा

स्थापित तिथि

अतिक्रमित भारतीय मानक

अथवा मानकों, यदि कोई हो,
की संख्या और वर्ष

(1)	(2)	(3)	(4)
1. आई एस 13573 (भाग 1) : 2011 एक्सट्रॉड एवर केबल के लिए केबल सहायकांगों-विशिष्टि भाग : 1.1 किवा और 3.3 किवा (ई) तक की गणित बोलटेज-परीक्षण अपेक्षाएँ और परीक्षण पद्धतियां (पहला पुस्तीक्षण)	आई एस 13573 : 1992	3 फरवरी, 2012	

MINISTRY OF POWER

New Delhi, the 30th March, 2012

S.O. 1207.—In exercise of the powers conferred by sub-section (1) of Section 162 of the Electricity Act, 2003 (36 of 2003) read with qualification, power and function of Chief Electrical Inspector and Electrical Inspectors Rules, 2006 notified on 17-8-2006, the Central Government hereby appoints Shri S.P. Khade, Director (Technical), Mumbai Metropolitan Region Development Authority (MMRDA), as Chief Electrical Inspector for Metro and Mono Rail projects of MMRDA, till his tenure in MMRDA, subject to the qualification and condition mentioned in the above Rule.

The above mentioned officer shall exercise the powers and perform his functions in respect of electrical works, electrical installations and electrical rolling stock in operation within the area occupied by the MMRDA or in respect of works and all electrical installations under the control of MMRDA/belonging to MMRDA as per the procedure provided in Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010.

MMRDA will ensure that Shri S.P. Khade will not be Chief Electrical Inspector in respect of the work assigned to him in MMRDA.

The person appointed as Chief Electrical Inspector shall undergo such training as the Central Government may consider it necessary for the purpose and such training shall be completed to the satisfaction of the Government.

The above notification shall take effect after the necessary amendment is brought about by Ministry of Urban Development in the Metro Act.

[F. No. 42/3/2010-R & R]

JYOTI ARORA, Jt. Secy.

(1)	(2)	(3)	(4)
2.	आई एस 13573 (भाग 2) : 2011 एक्स्ट्रूडेड पावर केबल के लिए केबल सहायकांगों—विशिष्टि भाग 2, 3.3 (यू ई) किवा और 3.3 किवा (ई) तक की रेटिंग वोल्टेज—परीक्षण पद्धतियां (पहला पुनरीक्षण)	आई एस 13573 : 1992	3 फरवरी, 2012
3.	आई एस 13573 (भाग 3) : 2011 एक्स्ट्रूडेड पावर केबल के लिए केबल सहायकांगों—विशिष्टि भाग 3, 3.3 किवा (यू ई) और 3.3 किवा (ई) तक की रेटिंग वोल्टेज—परीक्षण अपेक्षाएँ (पहला पुनरीक्षण)	आई एस 13573 : 1992	3 फरवरी, 2012

इस भारतीय मानक को एक प्रति भारतीय मानक घूरों, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 09/टी-84, टी-85, टी-87]

डॉ. आर. के. ट्रेहन, वैज्ञानिक एफ एवं प्रमुख (विद्युत)

MINISTRY OF CONSUMER AFFAIRS AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 3rd February, 2012

S. O. 1208.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued :—

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 13573 : (Part 1): 2011 Cable accessories for extruded power cables—Specifications: Part 1 For working voltages from 1.1 kV upto and including 3.3 kV(E)—Test methods and test requirements (First Revision)	IS 13573 : 1992	3 February, 2012
2.	IS 13573 : (Part 2) : 2011 Cable accessories for extruded power cables—Specifications: Part 2 For working voltages from 3.3 kV (UE) upto and including 3.3 kV(E)—Test requirements (First Revision)	IS 13573 : 1992	3 February, 2012
3.	IS 13573 : (Part 3) : 2011 Cable accessories for extruded power cables—Specifications : Part 3 For working voltages from 3.3 kV (UE) upto and including 3.3 kV(E)—Test methods (First Revision)	IS 13573 : 1992	3 February, 2012

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 09/T-84, T-85, T-87]

Dr. R. K. TEHAN, Scientist F & Head (Electrical)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 23 मार्च, 2012

का. आ. 1209.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2740(अ) तारीख 28 नवंबर, 2011 के साथ पठित अधिसूचना संख्या का.आ. 891 तारीख 01 अप्रैल, 2011 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टरमिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा- बासुदेबपुर-हावडा गैस पाइपलाइन विभाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 16 अक्टूबर, 2011 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन विभाने के सम्बन्ध में, जनता की ओर से कोई आक्षेप प्राप्त नहीं हुआ है;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन विभाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विभाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विलंगमों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा ।

अनुसूची

मंडल/ नेहमिल/ तालुक/ धर्मशाला		ज़िला : जानपुर	गञ्य ओडिशा		
गाँव का नाम	सर्वे सं/सब डिविजन सं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल			गन्धी
		हेक्टेयर	एयर	सि.एयर	
1	2	3	4	5	
गाँव	11	00	01	49	
	10	00	04	43	
मंडल/ नेहमिल/ तालुक/ बंज	ज़िला : भद्रक	गञ्य ओडिशा			
द्वार्गापुर	2443	00	02	94	
	2442	00	06	97	
	2458	00	08	27	
	2466	00	00	84	
	2499	00	00	36	
	2494	00	01	74	
	2498	00	05	00	
	2495	00	10	70	
	2496	00	01	40	
	2489	00	01	17	
	2549	00	11	44	
	2550	00	01	81	
	2552	00	00	25	
	2548	00	03	72	
	2561	00	12	43	
	2560	00	00	19	
	2567	00	07	77	
	2566	00	09	46	
	2563	00	08	44	
	2565	00	05	20	
	2768	00	03	64	
	2059	00	17	75	
	2057	00	02	81	
	2056	00	18	09	
	2030	00	03	64	
	2032	00	00	40	
	2033	00	02	44	
	2039	00	19	36	
	1961	00	19	39	
	1950	00	02	66	
	1963	00	18	95	
	1913	00	00	10	
	1919	00	02	80	
मंडल/ नेहमिल/ तालुक/ निलगिरी	ज़िला : द्वार्गापुर	गञ्य ओडिशा			
द्वार्गापुर	738	00	02	25	
	739	00	09	87	

1	2	3	4	5
1 शालिगांधीर (नियंत्र)	735	00	01	36
	733	00	05	83
	728	00	01	69
	640	00	01	88
	642	00	05	82
	659	00	00	34
	656	00	14	59
	655	00	07	31
	652	00	00	56
	647	00	01	56
	646	00	07	28

मंडल/ तहसील/ तालुक व बस्ता	जिला बालांचर	गज्य ओडिशा
1 गुडगाडी	6/12	00 03 61
	5/11	00 15 94
	3/9	00 08 01
	4/10	00 08 82
2 उमाग	304	00 19 08
	268	00 03 83
	309	00 01 26
	316	00 01 35
	303	00 12 49
	285	00 01 36
	288	00 05 66
	300	00 10 10
	297	00 02 98
	418	00 02 18
	419	00 04 99
	417	00 00 21
	420	00 07 04
	423	00 01 52
	424	00 00 70
	421	00 03 52
	422	00 07 54
	429	00 00 73
	836	00 00 72
	837	00 02 20
	831	00 02 47
	830	00 00 95
	844	00 05 96
	848	00 03 12
	847	00 00 33
	850	00 06 12
	851	00 13 62

1	2	3	4	5
१) उभय (निरु)	823	00	01	03
	943	00	04	77
	944	00	01	41
	945	00	00	13
	954	00	14	93
	953	00	08	23
	962	00	06	09
	960	00	05	28
	957	00	13	19
	1090	00	01	73
	1089	00	08	17
	1074	00	07	52
	1073	00	02	53
	1072	00	00	86
	1068	00	19	27
मूल/ नहमिल/ नानुक्रम जालवर	जिला वालवर	गज्य ओडिशा		
१) अकवगुर	10	00	09	24
	9	00	12	87
	16	00	01	90
	13	00	04	59
	14	00	00	47
	15	00	00	83
२) अग्रिमा	62	00	05	52
	60	00	09	31
	58	00	00	13
	66	00	00	10
	54	00	09	88
	53	00	12	30
	49	00	04	43
	92	00	14	43
	25	00	10	01
३) पाखरा	37	00	22	57
	38	00	02	33
	47	00	03	63
	59	00	09	51
	60	00	07	73
	88	00	05	37
	115	00	01	84
	120	00	28	12
	149	00	03	84
	137	00	16	94
	135	00	10	38
	134	00	11	54

1	2	3	4	5
3) गोदा (गोदा)	131	00	03	13
	229	00	04	80
	230	00	05	80
	231	00	06	34
	232	00	09	37
	233	00	08	18
	237	00	01	40
4) गोदा (गोदा)	262	00	03	32
	261	00	06	57
	48	00	01	23
	49	00	00	23
	52	00	05	53
	51	00	01	37
	280	00	00	10
	53	00	04	95
	42	00	10	52
	55	00	05	26
	41	00	10	84
	40	00	00	77
	39	00	02	95
	37	00	04	05
	38	00	07	67
	10	00	00	10
	33	00	02	27
	31	00	04	73
	35	00	02	88
	30	00	06	32
	80	00	00	29
	72	00	04	98
	73	00	03	64
	79	00	02	31
	78	00	10	09
	77	00	00	24
	106	00	12	68
	104	00	00	70
	107	00	06	94
	101	00	10	37
	118	00	01	39
	95	00	15	04
5) जगदामा	229	00	00	24
	228	00	04	72
	225	00	05	88

1	2	3	4	5
5.1 कर्नाटक राज्य	220	00	16	09
	219	00	12	92
	218	00	00	95
	217	00	06	16
मंडल/ नहरिल/ नान्दुम/ गंगसव	जिला व्यालिंग्वर	गन्य अंकोड़ग		
5.2 असमनगांडिया	276	00	11	45
	277	00	07	76
	291	00	01	07
	284	00	09	60
	283	00	00	36
5.3 कुरुक्षेत्र	574	00	01	84
	471	00	06	54
	487	00	00	14
	483	00	05	83
	484	00	06	47
	485	00	02	38
	546	00	00	13
	548	00	14	32
	625	00	09	50
	539	00	01	88
	630	00	08	12
	653	00	02	96
	669	00	05	19
	673	00	05	71
	82	00	06	22
	63	00	02	38
5.4 बालिम	1518	00	18	55
	1517	00	01	05
	1515	00	12	67
	1516	00	04	45
	1502	00	00	14
	1501	00	12	07
	1535	00	00	10
	1500	00	26	94
	1539	00	11	20
	1540	00	13	70
	1545	00	05	79
	1566	00	07	01
	1565	00	00	10
	1546	00	38	71
	616	00	00	68
	615	00	22	25
	557	00	04	49

1	2	3	4	5
3) वालिम (निर्गत)	552	00	08	07
	550	00	09	61
	551	00	12	04
	1708	00	32	85
	1713	00	09	59
	1718	00	02	44
	1750	00	04	72
	1749	00	12	48
	1745	00	04	24
	1725	00	10	06
	1728	00	22	78
	1733	00	17	81
	2125	00	00	57
	2124	00	06	03
	2014	00	12	58
	2013	00	03	57
	2028	00	04	15
	2023	00	07	02
	2030	00	14	81
मंडल/ नेहरासेल/ तालुक : वेटनोरी	जिला इमयुरभंज	गण्य ओडिशा		
1) शिकारखुटा	28/36	00	03	94
	31/39	00	11	40
	30	00	05	54

[फा. सं. एल.-14014/18/2011-जी.पी.]

ए. गोस्वामी, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 23rd March, 2012

S. O. 1209.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 891 dated 01st April, 2011, read with their notification number S.O. 2740(E) dated 28th November, 2011, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in land, specified in the Schedule appended to that notification for the purpose of laying Kakinada-Basudebpur-Howrah gas pipeline for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 16th October, 2011;

And whereas, no objections were received from the public to the laying of the pipeline;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, have decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declare that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby direct that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Tehsil/Taluk:Dharmasala		District:Jajapur		State:Orissa		
Village		Survey No./Sub-Division No.		Hec	Are	C-Are
1		2		3	4	5
1. Sampardu		11		00	01	49
		10		00	04	43

Mandal/Tehsil/Taluk:Bant		District:Bhadrak		State:Orissa		
				Hec	Are	C-Are
1		2		3	4	5
1. Jajapur		2443		00	02	94
		2442		00	06	97
		2458		00	08	27
		2468		00	00	84
		2499		00	00	36
		2494		00	01	74
		2498		00	05	00
		2495		00	10	70
		2496		00	01	40
		2489		00	01	17
		2549		00	11	44
		2550		00	01	81
		2552		00	00	25
		2548		00	03	72
		2561		00	12	43
		2560		00	00	19
		2567		00	07	77
		2566		00	09	46
		2563		00	08	44
		2565		00	05	20
		2768		00	03	64
		2059		00	17	75
		2057		00	02	81
		2056		00	18	09
		2030		00	03	64
		2032		00	00	40
		2033		00	02	44
		2039		00	19	36
		1961		00	19	39
		1950		00	02	66
		1963		00	18	95
		1913		00	00	10
		1919		00	02	80

Mandal/Tehsil/Taluk:Nilagiri		District:Baleshwar		State:Orissa	
	1	2	3	4	5
1.1	Baligahiri	738	00	02	25
		739	00	09	87
		735	00	01	36
		733	00	05	83
		728	00	01	69
		640	00	01	88
		642	00	05	82
		659	00	00	34
		656	00	14	59
		655	00	07	31
		652	00	00	56
		647	00	01	56
		646	00	07	28
Mandal/Tehsil/Taluk:Basta		District:Baleshwar		State:Orissa	
1.2	Chandurisahi	6/12	00	03	61
		5/11	00	15	94
		3/9	00	08	01
		4/10	00	08	82
2.1	Dibhog	304	00	19	08
		268	00	03	83
		309	00	01	26
		316	00	01	35
		303	00	12	49
		285	00	01	36
		288	00	05	66
		300	00	10	10
		297	00	02	98
		418	00	02	18
		419	00	04	99
		417	00	00	21
		420	00	07	04
		423	00	01	52
		424	00	00	70
		421	00	03	52
		422	00	07	54
		429	00	00	73
		836	00	00	72
		837	00	02	20
		831	00	02	47
		830	00	00	95
		844	00	05	96
		848	00	03	12
		847	00	00	33
		850	00	06	12
		851	00	13	62

1	2	3	4	5
940	823	00	01	03
	943	00	04	77
	944	00	01	41
	945	00	00	13
	954	00	14	93
	953	00	08	23
	962	00	06	09
	960	00	05	28
	957	00	13	10
	1090	00	01	73
	1089	00	08	17
	1074	00	07	52
	1073	00	02	53
	1072	00	00	86
	1068	00	19	27
Mandal/Tehsil/Taluk:Jaleswar				
1 (i) Kharpur	10	00	09	24
	9	00	12	87
	16	00	01	90
	13	00	04	59
	14	00	00	47
	15	00	00	85
2 (i) Kharida	62	00	05	52
	60	00	09	31
	58	00	00	13
	66	00	00	10
	54	00	09	88
	53	00	12	30
	49	00	04	43
	92	00	14	43
	25	00	10	01
3 (i) Pakhara	37	00	22	57
	38	00	02	33
	47	00	03	63
	59	00	09	51
	60	00	07	73
	88	00	05	37
	115	00	01	84
	120	00	28	12
	149	00	03	84
	137	00	16	94
	135	00	10	38
	134	00	11	54

	1	2	3	4	5
3) Pakhara (Contd)					
	131		00	03	13
	229		00	04	80
	230		00	05	80
	231		00	09	34
	232		00	09	37
	233		00	05	18
	237		00	01	40
4) Sarkatia	282		00	03	32
	281		00	06	57
	48		00	01	23
	49		00	00	23
	52		00	05	33
	51		00	01	37
	280		00	00	10
	53		00	04	95
	42		00	10	52
	55		00	05	26
	41		00	10	84
	40		00	00	77
	39		00	02	95
	37		00	04	05
	38		00	07	67
	10		00	00	10
	33		00	02	27
	31		00	04	73
	35		00	02	88
	30		00	06	32
	80		00	00	29
	72		00	04	98
	73		00	03	64
	79		00	02	31
	78		00	10	09
	77		00	00	24
	106		00	12	68
	104		00	00	70
	107		00	06	94
	101		00	10	37
	118		00	01	39
	95		00	15	04
5) Jagadabha	229		00	00	24
	228		00	04	72
	225		00	05	88

1	2	3	4	5
5) Jagadabhi (Contd)	220	00	16	19
	219	00	12	92
	218	00	91	98
	217	00	06	10
Mandal/Tehsil/Taluk:Bhograi				
1) Amidhangadia	276	00	11	45
	277	00	07	76
	291	00	01	07
	284	00	09	60
	283	00	00	36
2) Kuruntia	574	00	01	84
	471	00	06	54
	487	00	00	14
	483	00	07	83
	484	00	06	47
	485	00	93	38
	546	00	00	13
	548	00	14	32
	625	00	09	50
	539	00	01	88
	630	00	08	12
	653	00	02	96
	669	00	05	19
	673	00	05	71
	82	00	06	22
	63	00	02	38
3) Balim	1518	00	18	55
	1517	00	01	05
	1515	00	12	67
	1516	00	04	45
	1502	00	00	14
	1501	00	12	07
	1535	00	00	10
	1500	00	26	94
	1539	00	11	20
	1540	00	13	70
	1545	00	05	79
	1566	00	07	61
	1565	00	00	10
	1546	00	38	71
	616	00	00	68
	615	00	22	25
	557	00	04	49

1	2	3	4	5
3) Balim (Contd)	552	00	08	07
	550	00	09	61
	551	00	12	04
	1708	00	32	85
	1713	00	09	59
	1718	00	02	44
	1750	00	04	72
	1749	00	12	48
	1745	00	04	24
	1725	00	10	06
	1728	00	22	78
	1733	00	17	81
	2125	00	00	57
	2124	00	06	03
	2014	00	12	58
	2013	00	03	57
	2028	00	04	15
	2029	00	07	02
	2030	00	14	81

Mandal/Tehsil/Taluk:Betnoti	District:Mayurbhanj	State:Orissa	
1) Shikarkhunta	28/36	00	03
	31/39	00	11
	30	00	54

[F. No. L-14014/18/2011-G.P.]

A. GOSWAMI, Under Secy.

नई दिल्ली, 28 मार्च, 2012

का. आ. 1210.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 890 तारीख 01.04.2011 द्वारा, उस अधिसूचना से संलग्न अनुमूली में विनिर्दिष्ट भूमि में, तमिलनाडु में तिरुतन्नी के पास विजयवाडा-नैलुर-चैन्नई पाइपलाइन के टर्मिनल प्लाइंट से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैरसं रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा चैन्नई-वंगलौर-मंगलौर पाइपलाइन विधाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त साजपत्र अधिसूचना की प्रतियों जनता को तारीख 04 अक्टूबर, 2011 को अथवा उससे पूर्व उपलब्ध कर दी गई थीं ;

और, पाइपलाइन विधाने के संबंध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अनुमति कर दिया गया ;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन विधाने के लिए अपेक्षित है, उसमें उपयोग के जारीकरन का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विल्लांगमों से मुक्त, मैसर्स रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा।

अनुसूची

तालुक १ मुऱ्डिगेरे		जिला १ चिकमगलौर		राज्य १ कर्नाटक	
गाँव का नाम	सर्वे सं/सबू डिविजन सं.	आर.ओ.यू.अर्जित करने के लिए क्षेत्रफल			
1	2	हेक्टेयर	एयर	सि.एयर	
१) हिरेशिगरा	27	00	90	10	
	28	00	76	00	
	29	00	08	22	
	32	00	30	06	
	34/2	00	17	94	
	34/1	00	16	08	
	35	00	18	74	
	15/2	00	17	88	
	14	00	12	60	
	13	00	11	28	
	12	00	20	93	
	2	00	11	55	
	7	00	49	27	
	4/2	00	46	15	
	8/1	00	36	04	
२) होसहल्ली	149	00	24	50	
	151	00	23	70	
	150	00	00	13	
	152/2	00	24	20	
	152/1	00	19	96	
	153	00	63	07	
	146/पी१	00	55	81	
	148/पी	00	08	92	
३) गोणिबीडु अग्रहारा	663	00	23	10	
	673	00	09	82	
	672	00	23	87	
	671	00	19	18	
	666	00	04	92	
	667	00	17	48	
	665	00	19	46	
	657	00	34	75	
	656	00	19	17	
	655	00	04	25	
	643	00	07	02	
	644	00	03	43	
	645	00	02	17	
	689	00	99	63	

1	2	3	4	5
4) फ़ेगरावल्ली	47	00	66	19
	46	01	20	45
	45	00	37	95
	44/3	00	07	80
	44/1	00	32	62
	39	00	06	61
	40/2	00	09	81
	40/1	00	31	49
	41	00	10	26
	31	00	09	76
	27	00	25	02
	26/3	00	08	37
	25	00	18	58
	24	00	26	38
	23	00	13	74
	13/1	00	00	18
	12	00	24	91
	14/1	00	04	75
	42/1	00	02	89
	42/2	00	12	23
	42/3	00	28	71
	69/1	00	03	51
5) उदाशी	253/1	00	08	49
	253/3	00	02	60
	253/2	00	14	75
	261/2	00	07	98
	254	00	19	12
	265/2	00	10	45
	265/4	00	41	77
	262	00	00	10
	265/3	00	03	79
	268	00	40	43
	24	00	02	57
	25	00	46	98
	22/2	00	02	39
	26	00	58	27
	30	00	22	24
6) किरणुन्दा	31	00	54	73
	30	00	65	51
	29	00	60	14
	22	00	28	65
	23	00	00	10

1	2	3	4	5
6) किरायन्दा (निरंतर)				
	17	00	19	76
	18	00	04	59
	16	00	08	91
	15	00	05	88
	14	00	15	90
	13	00	10	10
	12	00	09	14
	11	00	04	72
	5	00	18	26
	6	00	11	34
	7	00	21	74
	162	00	25	54
	160	00	16	07
7) देटामने	38/2	00	32	70
	38/3	00	00	10
	41/1	00	23	65
	41/2	00	16	41
	43	00	34	03
	66	00	31	80
	67	00	15	82
	68	00	04	13
	69/3	00	23	92
	69/2	00	16	98
	69/1	00	00	46
	71/3	00	21	28
	72/3	00	05	92
	72/2	00	08	37
	71/1	00	09	42
	72/1	00	10	19
	71/2	00	27	25
	78	00	50	50
	79/5	00	09	62
	79/4	00	07	08
	79/1	00	01	12
	83	00	25	23
	82	00	28	16
	87	00	08	83
	39/पी1	00	23	81
	75/1	00	00	10
8) उगेहली	69	00	48	64
	51	00	76	72
	49	00	38	51

1	2	3	4	5
8) उग्रेहल्ला (निरंतर)	48	00	02	21
	26	00	86	44
	46	00	19	98
	27	00	11	63
	28	00	13	48
	29	00	42	46
	206	00	71	34
	207	00	03	76
	210	00	48	67
	167	00	24	73
	169	00	28	71
	166	00	08	11
	165	00	07	16
	268	00	34	54
	164	00	23	39
	159	00	05	54
	208/5	00	01	86
9) अंगडी	146	00	07	72
	145	00	09	88
	147	00	10	40
	148	00	21	91
	47/1	00	41	19
	46	00	21	03
	204	00	49	96
	45/2	00	28	36
	31	00	00	10
	25/2	00	04	03
	24	00	11	80
	23	00	17	90
	20	00	26	47
	19	00	39	02
	144/1	00	02	98
	144/3	00	06	18
	27/1	00	31	90
10) हन्तुरु	18/1	00	31	11
	19/3	00	01	13
	28/2	00	19	25
	28/1	00	22	52
	26	00	01	35
	25	00	12	00
	37	00	00	28
	36	00	00	12

1	2	3	4	5
11) कण्ठुरु (निरंतर)				
128/10	00	21	80	
128/8	00	17	30	
128/6	00	19	40	
127	00	09	75	
126/10	00	09	46	
126/9	00	00	33	
126/1	00	24	98	
124/8	00	01	10	
124/4	00	30	95	
124/9	00	00	86	
124/2	00	05	28	
120/8	00	06	96	
120/3	00	24	76	
120/1	00	01	70	
118	00	16	26	
115/2	00	06	00	
115/3	00	18	27	
115/1सी	00	00	88	
104/1वी	00	01	67	
104/2वी	00	20	32	
104/2ए	00	02	60	
104/4	00	00	11	
104/3	00	18	20	
142/11	00	00	71	
142/12	00	01	59	
142/13	00	01	03	
142/14	00	01	61	
142/16	00	05	91	
142/17	00	05	68	
142/18	00	01	48	
142/21	00	02	82	
142/24	00	00	47	
142/7	00	00	10	
12) हलेकरे				
233	00	52	11	
266	00	01	68	
227	01	05	14	
236/1	00	36	62	
236/2	00	19	41	
228	00	00	59	
175/1	00	16	86	
175/2	00	05	46	
171	00	08	79	

1	2	3	4	5
12) हलेकोरे (निरंतर)	170	00	12	39
	167	00	04	41
	166	00	18	04
	178	00	00	02
	164	00	17	49
	162	00	01	02
	184	00	03	27
	158	00	04	71
	157	00	00	10
	154	00	39	32
	148	00	13	89
	144	00	12	44
	145	00	04	29
	146	00	12	08
	133	00	21	27
	138	00	12	46
	99	01	31	10
	112	00	55	23
	113	00	49	38
	121	00	14	78
	123	00	11	52
	239/1	00	17	05
	239/2ए	00	04	81
	149/1	00	00	25
	147/1	00	08	26
13) वैदुवल्ली एस्टेट	3	00	62	61
14) वैदुवल्ली	36	00	01	34
	37	00	16	03
	38	00	19	85
	39	00	11	88
	40	00	02	19
	41/2	00	01	45
	41/1	00	06	36
	33/3	00	05	98
	32	00	00	72
	33/2	00	17	11
	33/1	00	04	14
	16/5	00	16	88
	16/4	00	00	36
	16/3	00	05	70
	16/2	00	00	31
	43/5	00	07	77

1	2	3	4	5
14) बैंकुवल्ली (निरंतर)	43/2	00	18	50
	43/3	00	00	11
	43/1	00	08	35
	44	00	21	65
	10/1	00	01	00
	10/8	00	04	33
	10/2	00	08	40
	10/7	00	00	47
	10/3	00	03	67
	10/5	00	00	79
	10/4	00	03	38
	11	00	09	34
	7/6	00	05	65
	7/2	00	07	66
	7/3	00	00	98
	7/1	00	05	92
	6	00	11	00
	5	00	04	42
	65	00	02	02
	67/2	00	00	70
	67/1	00	00	17
	69/1	00	11	79
	69/3	00	00	14
	69/2	00	05	27
	69/4	00	01	71
	69/6	00	05	66
	69/5	00	04	16
	69/8	00	02	20
	69/9	00	10	51
	69/7	00	00	15
	69/10	00	01	88
	153	00	36	88
	154/1	00	29	52
	154/2	00	19	19
	155	00	12	30
	156	00	23	27
	157	00	25	78
	158	00	24	07
	141	00	27	09
	142	02	16	74
	138	00	00	63
	34/1	00	00	91

1	2	3	4	5
2) अर्जीबेट्टु (निरंतर)	50 52 82 129 134 60 21 28 51/14पी1 51/7 51/8 100/1पी1 100/2 100/3 46/9 144/2 144/4 25/15पी1 22/1	00 00 00 00 00 00 00 01 00 00 00 00 00 00 00 00 00 00 00	37 04 83 43 46 01 43 30 12 00 01 50 40 02 10 11 16 11 02	46 96 96 85 21 71 11 97 42 10 17 33 19 28 92 02 64 74 83
3) चेन्नईतोडि	55/3 29 30 96	01 00 00 00	58 43 66 90	98 61 82 75
4) येलियनडुगोडु	34 110 80 123 37/पी1 135/1 121/1पी1 121/1पी2 121/1पी 121/1सी 121/2 36/6 38/1 139/1	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	38 46 25 07 68 01 16 10 15 12 03 13 06 01	69 44 06 60 23 25 06 53 02 35 02 05 86 52
5) कुक्किपाडि	93 96/19 97 81 2/1	00 03 00 00 00	69 23 30 21 08	51 07 32 44 52

1	2	3	4	5
5) कुकिकपाडि (निरंतर)	2/2 7/3पी1 7/4 7/9 7/13 8/1 8/5 170/1 170/2 102/3 74/1पी1 74/4पी1 46/2 46/3	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	00 41 01 07 02 28 19 01 02 19 37 17 18 04	97 26 25 02 75 88 12 83 64 57 20 38 28 13
6) राखि	102 101 100 132 110 19 75 76 114 56 64 61 112 8/1ए 8/2 8/6 88/2 88/3 9/2 9/3 9/4 9/5ए 9/5बी 103/1ए 103/4 103/5 20/4ए 20/4बी	00 00	46 02 21 44 43 00 57 27 70 63 28 53 49 21 08 00 09 01 15 10 11 22 07 11 14 26 04 01	63 12 98 54 91 76 94 11 58 56 42 94 86 26 89 08 02 25 84 64 44 64 09 57 83 15 74 10

1	2	3	4	5
6) राय (निरंतर)				
20/5ए1		00	05	19
20/5ए2		00	03	87
20/7एपी1		00	46	18
91/3बी		00	00	31
122/2		00	28	01
28/3		00	06	11
28/4		00	17	18
28/5		00	19	77
28/6		00	01	66
111/1		00	97	16
29/3		00	21	56
29/4		00	36	03
29/7		00	08	94
39/2		00	35	03
74/1		00	04	52
74/2बी		00	24	12
74/2सी		00	15	27
159/3		00	01	79
86/1ए1		00	05	86
60/1		00	00	98
60/2		00	38	11
60/3ए1		00	09	12
60/4		00	22	87
137/5		00	09	51
137/6		00	06	55
137/7		00	02	45
7) कर्म	106	00	52	01
	82	00	02	51
8) अरला	86	00	09	41
	109	00	08	18
	182	00	02	24
	55	00	12	97
	49	00	70	38
	48	00	38	06
	47	00	41	63
	35	01	07	45
	33	00	05	43
	10	00	74	12
	11	00	06	48
	12	00	48	98
	15	00	76	37
	147/4	00	24	43

1	2	3	4	5
8) अरला (नियंतर)	56/1बी1 50/10 50/11 50/18 50/9पी1 45/3 46/1बी 16/1ए1 16/1ए3 180/1	00 00 00 00 00 00 00 00 00 00	21 21 11 06 01 09 14 17 06 08	59 91 09 24 09 13 23 94 56 72
9) बडगवेल्लूर	86 72 70 162 163 42 44 76/1ए 76/1सी 85/1 85/2 85/3ए 73/1पी1 69/4 69/5 50/1 35/10पी1 216/1ए 126/1 149/2	01 00 00 00 00 02 00 00 00 00 00 00 00 00 00 00 00 00 00 00	59 60 96 47 00 00 02 02 05 02 02 08 20 16 14 00 08 28 24 08	04 23 26 29 63 85 54 12 46 55 23 04 61 60 15 85 92 76 07 90
10) करियंगला	118 27 25 19 16 9 10 5 4 3 2 22/5पी1	00 00 00 00 00 01 00 00 00 00 00 00	20 17 65 56 13 17 63 30 53 51 51 15	58 79 96 11 76 75 69 62 10 71 38 72

1	2	3	4	5
10) करियंगला (निरंतर)	26/1	00	19	15
	26/4पी1	00	05	37
	26/6ए	00	16	70
	26/6बी	00	00	10
	26/8पी1	00	10	50
	21/11	00	02	32
	21/5	00	10	29
	21/9	00	06	29
	17/10	00	03	77
	17/12	00	02	00
	17/6	00	06	69
	17/7	00	06	11
	18/3	00	21	33
	18/8	00	01	60
	6/1	00	32	72
	6/2	00	10	30
	6/3	00	40	53

तालुक १ मैंगलौर	जिला २ दक्षिण कन्नड	राज्य ३ कर्नाटक
1) तेन्कुड्लिपाडि	12	00 49 37
	13	02 00 40
	40/1पी1	00 47 08
	40/2	00 06 57
	40/3एपी1	00 08 08
	40/4पी1	00 00 61
	40/6	00 06 03
	39/1एपी1	00 02 37
	39/1बी	00 05 70
	39/2ए	00 03 10
	37/15पी1	00 00 14
	37/17पी1	00 01 05
	37/21	00 08 96
	37/22	00 13 07
	37/20	00 09 39
	37/18	00 10 33
	37/19	00 37 70
	37/25पी1	00 14 11
	37/26पी1	00 00 37
	37/29	00 00 59
	37/2पी1	00 00 36
	37/3	00 22 40
	37/4	00 25 19
	37/30	00 05 00
	37/32उ	00 04 19

1	2	3	4	5
3) मूलर (निरंतर)	69/7	00	06	37
	69/8	00	09	16
	68/6	00	00	10
	70/1	00	11	54
	70/2पी2	00	09	42
	70/3	00	00	83
	71/3	00	23	26
	71/4	00	14	48
	71/5	00	00	33
	71/8	00	10	06
	81/8	00	02	09
	76/1	00	04	26
	76/2	00	17	48
	76/5पी1	00	35	11
	76/7	00	12	61
	77/10	00	01	06
	77/11	00	00	10
	77/8	00	03	30
	77/9पी1	00	22	90
	53/1	00	16	51
	53/2	00	28	53
	53/3	00	04	99
	53/4	00	02	51
	55/2 6पी1	00	12	27
	55/2 6पी2	00	01	07
	55/27	00	06	43
	55/28	00	05	97
	55/8	00	09	29
	55/9	00	00	18
	48प1	00	04	37
	56/2	00	19	20
	46प1	00	06	71
	46प2	00	04	49
	57/2प	00	17	66
	57/2शी	00	17	58
	57/5	00	14	26
	57/7	00	04	81
	45प3	00	00	40
	59/1पी1	00	03	29
	58प1	00	09	87
	58प2	00	09	68
	58प3	00	05	29

1	2	3	4	5
3) मूलुर (निरंतर)	58ए4पी1	00	00	83
	40ए3	00	07	14
	40ए4	00	03	71
	40ए5	00	07	04
	40ए6	00	00	44
	40ए7	00	06	73
	40बी4	00	10	77
	40बी5	00	10	44
	40बी9	00	31	78
	40बी10	00	12	35
	40बी11	00	08	78
	28/12	00	33	92
	28/13	00	03	41
	28/14	00	00	75
	28/15पी1	00	00	07
	28/16	00	01	15
	28/5	00	17	03
	28/7	00	05	06
	28/8	00	03	31
	21/3	00	11	91
4) कंदावरा	64/1पी2	00	31	31
	64/2	00	07	11
	70/1	00	11	50
	70/2	00	06	46
	70/4	00	00	49
	70/3	00	00	53
	70/9	00	00	77
	69/1	00	12	49
	69/4	00	14	26
	73/1ए	00	10	22
	68/5	00	07	83
	68/4	00	32	61
	74/2	00	00	88
	75/1	00	15	96
	75/10	00	01	74
	75/12	00	05	98
	75/7	00	02	78
	75/8	00	05	09
	76/5	00	21	64
	78/2	00	04	65
	78/3	00	18	66
	78/4	00	02	07

1	2	3	4	5
4) कंदावरा (निरंतर)	78/8	00	01	55
5) अरद्धपाणि	62	00	93	11
	84/3	00	43	52
	78/1पी1	00	24	71
	78/2पी1	00	07	59
	63/1	00	03	46
	63/2ए	00	14	53
	60/1पी1	00	17	37
	59/10ए	00	00	02
	59/13	00	10	41
	52/4	00	10	27
	52/5	00	06	26
	54/1	00	14	86
	54/2	00	17	98
	54/3	00	19	30
	48/3	00	10	88
	48/4	00	06	07
	48/11	00	24	24
	48/12पी1	00	12	92
	49/2	00	04	98
	49/3	00	00	20
	46/2	00	03	79
	46/5ए2पी1	00	19	14
	46/5पी	00	02	16
	46/6	00	05	57
	45/6वी	00	11	86
	32/3	00	00	07
	32/4पी1	00	81	23
	32/6	00	00	98
	32/1	00	24	11
	33/3	00	22	05
	33/4	00	00	98
	33/5	00	01	25
	34/17	00	00	09
	34/18ए	00	07	20
	34/7	00	04	72
	28/3पी1	00	28	20
	28/4	00	03	88
	29/4ए4	00	07	23
	29/5पी1	00	03	67
	21/1	00	02	71
	21/10	00	29	41

1	2	3	4	5
7) कोयरु (निरंतर)	9/7 7/1पी1 10/3 10/4 10/5 10/6पी1 10/7 10/9 11/पी2	00 01 00 00 00 00 00 00 00	07 49 00 00 05 25 15 08 08	96 29 07 21 08 59 06 20 27
8) वेल्टंगडि	9 152 127 224 134 120 227 43/8सी 248/2 248/3 248/4ए 10/3 10/5 11/1 11/2ए 198/2 230/1 114/2 114/1ए 221/1 14/10 14/20 14/21 103/11	02 00	11 17 32 60 34 24 64 04 05 05 14 17 02 01 00 20 09 09 01 06 09 00 00 00	37 80 42 88 78 07 21 72 39 79 24 03 70 32 12 48 55 90 31 34 99 46 96 10
9) बोडिलनाल	111 109 146 110 85/14 85/15 85/17 85/20 85/22	01 01 00 00 00 00 00 00 00	56 68 63 31 13 00 04 04 00	25 83 56 72 12 82 64 85 34

1	2	3	4	5
9) वोडिलनाल (मिस्तर)	85/4	00	03	57
	85/5	00	12	80
	85/7	00	00	02
	107/2	00	02	97
	107/3	00	07	43
	191/1	00	36	63
	191/2	00	04	40
	135/1	00	11	76
	135/2प्र	00	02	09
	135/2वी	00	44	75
	199/1	00	03	12
	199/3	00	14	11
	199/4	00	21	36
	199/5प्र1	00	06	76
	121/1	00	02	49
	121/2प्र1	00	40	53
	58/13	00	00	71
	58/14	00	03	35
	60/2	00	26	84
	60/3	00	43	07
	60/6	00	00	05
	60/7	00	02	64
	60/8	00	02	87
	59/2	00	01	18
	61/1	00	16	78
	61/2	00	02	87
	45/1वी	00	03	15
	44/10	00	01	14
	44/2वी	00	07	63
	137/1	00	56	02
	137/2प्र	00	05	76
	137/2वी	00	14	87
10) कुवेट्टु	103	00	26	07
	136	00	28	66
	153	00	66	03
	200/1	00	02	07
	200/2	00	03	34
	198/1	00	09	39
	198/5	00	00	90
	198/7	00	05	21
	66/10	00	00	03
	66/5	00	00	72

1	2	3	4	5
13) गाहड़ि (निरत)	197/9वीं 208/2वीं 208/2वीं 208/2वीं 205/1 205/2	00 00 00 00 00 00	16 33 04 00 24 05	20 27 29 06 33 08
4) कुक्केडि	48 31 83 26 95 23/2 24/2वीं1 78/1 78/2 77/1 77/2वीं1 77/2वीं2 130/1वीं1 130/1वीं2 130/2 130/3 130/4 130/5	02 01 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	09 16 88 28 01 04 10 13 05 09 10 04 15 40 29 00 00	42 28 22 33 29 97 47 70 87 73 63 81 30 99 81 66 32 25
15) बजरे	83 39 42 94 151 152 48 66/2 66/3 44/3वीं1	00 03 00 00 00 00 00 00 00 00	40 41 46 54 32 01 10 00 07 13	71 79 38 12 74 38 55 10 28 71

1	2	3	4	5
15) वर्जन (नियंता)	143/3	00	25	20
	143/2	00	47	95

[फा सं. एल.-14014/1/2011-जी.पी.]
ए. गोस्वामी, अवर सचिव

New Delhi, the 28th March, 2012

S. O. 1210.— Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas, number S.O. 890 dated 01-04-2011, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying Chennai-Bangalore-Mangalore gas pipeline for transportation of natural gas from terminal point of Vijayawada-Nellore-Chennai pipeline near Tiruttani in Tamil Nadu by M/s Relogistics Infrastructure Limited to consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 04th October, 2011;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

Schedule

Taluk: Mudigere		District: Chikmagalore		State: Karnataka	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Hireshigara	27	00	00	10	
	28	00	76	00	
	29	00	08	22	
	32	00	30	06	
	34/2	00	17	94	
	34/1	00	16	08	
	35	00	18	74	
	15/2	00	17	88	
	14	00	12	60	
	13	00	11	28	
	12	00	20	93	
	2	00	11	55	
	7	00	49	27	
	4/2	00	46	15	
	8/1	00	36	04	
2) Hosahalli	149	00	24	50	
	151	00	23	70	
	150	00	00	13	
	152/2	00	24	20	
	152/1	00	19	96	
	153	00	63	07	
	146/P1	00	55	81	
	148/P	00	08	92	
3) Gonibeedu Agrahara	663	00	23	10	
	673	00	09	82	
	672	00	23	87	
	671	00	19	18	
	666	00	04	92	
	667	00	17	48	
	665	00	19	46	
	657	00	34	75	
	656	00	19	17	
	655	00	04	25	
	643	00	07	02	
	644	00	03	43	
	645	00	02	17	
	689	00	99	63	

1	2	3	4	5
4) Heggaravalli				
47	00	66	19	
46	01	20	45	
45	00	37	95	
44/3	00	07	80	
44/1	00	32	62	
39	00	06	61	
40/2	00	09	81	
40/1	00	31	49	
41	00	10	26	
31	00	09	76	
27	00	25	02	
26/3	00	08	37	
25	00	18	58	
24	00	26	38	
23	00	13	74	
13/1	00	00	18	
12	00	24	91	
14/1	00	04	75	
42/1	00	02	89	
42/2	00	12	23	
42/3	00	28	71	
69/1	00	03	51	
5) Udashi				
253/1	00	08	49	
253/3	00	02	60	
253/2	00	14	75	
261/2	00	07	98	
254	00	19	12	
265/2	00	10	45	
265/4	00	41	77	
262	00	00	10	
265/3	00	03	79	
268	00	40	43	
24	00	02	57	
25	00	46	98	
22/2	00	02	39	
26	00	58	27	
30	00	22	24	
6) Kiragunda				
31	00	54	73	
30	00	65	51	
29	00	60	14	
22	00	28	65	
23	00	00	10	

1	2	3	4	5
6) K̄ragunda (Contd)	17	00	19	76
	18	00	04	59
	16	00	08	91
	15	00	05	88
	14	00	15	00
	13	00	10	10
	12	00	09	14
	11	00	07	72
	5	00	18	26
	6	00	11	34
	7	00	23	74
	162	00	25	54
	160	00	16	07
7) Bettadamane	38/2	00	32	70
	38/3	00	00	10
	41/1	00	23	65
	41/2	00	16	41
	43	00	34	03
	66	00	31	80
	67	00	15	82
	68	00	04	13
	69/3	00	23	92
	69/2	00	16	98
	69/1	00	00	46
	71/3	00	21	28
	72/3	00	05	92
	72/2	00	08	37
	71/1	00	00	42
	72/1	00	10	19
	71/2	00	27	25
	78	00	50	50
	79/5	00	09	62
	79/4	00	07	08
	79/1	00	01	12
	83	00	25	23
	82	00	28	16
	87	00	08	83
	39/P1	00	23	81
	75/1	00	00	10
8) Uggehalli	69	00	48	64
	51	00	76	72
	49	00	38	51

1	2	3	4	5
8) Uggehalli (Contd)				
	48	00	02	21
	26	00	86	44
	46	00	19	98
	27	00	11	63
	28	00	13	48
	29	00	42	46
	206	00	71	34
	207	00	03	76
	210	00	48	67
	167	00	24	73
	169	00	28	71
	166	00	08	11
	165	00	07	16
	268	00	34	54
	164	00	23	39
	159	00	05	54
	208/5	00	01	86
9) Angadi	146	00	07	72
	145	00	09	88
	147	00	10	40
	148	00	21	91
	47/1	00	41	19
	46	00	21	03
	204	00	19	95
	45/2	00	28	38
	31	00	00	10
	25/2	00	04	03
	24	00	11	80
	23	00	17	90
	20	00	26	47
	19	00	39	02
	144/1	00	02	98
	144/3	00	06	18
	27/1	00	31	90
10) Hanthuru	18/1	00	31	11
	19/3	00	01	13
	28/2	00	19	25
	28/1	00	22	52
	26	00	01	35
	25	00	12	00
	37	00	00	28
	36	00	00	12

	1	2	3	4	5
10)	Hanthuru (Contd)	38/2	00	18	76
		39	00	16	44
		40/1	00	12	50
		40/2	00	02	76
		156/1	00	09	70
		153	00	02	30
		156/2	00	12	29
		154	00	14	89
		155	00	01	99
		149/1	00	50	97
		160	00	14	72
		148	00	06	31
		147/1	00	01	23
		145/2	00	19	45
		146/2	00	25	51
		146/1	00	00	52
		146/3	00	05	31
		143/2	00	00	27
		143/1	00	21	99
		142	00	45	57
		169/3	00	01	34
		169/11	00	00	94
		29/1	00	18	40
		24/2	00	20	92
		141/3	00	02	21
		169/1A	00	53	50
11)	Kanachuru	178	00	07	22
		174	00	34	39
		175	00	14	86
		144	00	11	16
		141/6	00	04	05
		141/4	00	02	23
		134/3	00	13	00
		133/6	00	03	70
		133/5	00	00	10
		133/1	00	05	31
		133/2	00	04	64
		132/1	00	09	50
		132/2	00	24	25
		131	00	03	19
		130/2	00	15	98
		130/1	00	07	68

1	2	3	4	5
11) Kanachuru (Contd)				
	128/10	00	21	80
	128/8	00	17	30
	128/6	00	19	40
	127	00	09	75
	126/10	00	09	46
	126/9	00	00	33
	126/1	00	24	98
	124/8	00	01	10
	124/4	00	30	95
	124/9	00	00	86
	124/2	00	05	26
	120/8	00	06	96
	120/3	00	24	76
	120/1	00	01	70
	118	00	16	26
	115/2	00	06	00
	115/3	00	18	27
	115/1C	00	00	88
	104/1B	00	01	67
	104/2B	00	20	32
	104/2A	00	02	60
	104/4	00	00	11
	104/3	00	18	20
	142/11	00	00	71
	142/12	00	01	59
	142/13	00	01	03
	142/14	00	01	61
	142/16	00	05	91
	142/17	00	05	68
	142/18	00	01	18
	142/21	00	02	82
	142/24	00	00	47
	142/7	00	00	10
12) Halekere				
	233	00	52	11
	266	00	01	68
	227	01	05	14
	236/1	00	36	62
	236/2	00	19	41
	228	00	00	59
	175/1	00	16	86
	175/2	00	05	46
	171	00	08	79

1	2	3	4	5
12) Halekere (Contd)				
170	00	12	39	
167	00	04	41	
166	00	18	04	
178	00	00	02	
164	00	17	49	
162	00	01	02	
184	00	03	27	
158	00	04	71	
157	00	00	10	
154	00	39	32	
148	00	13	89	
144	00	12	44	
145	00	04	29	
146	00	12	08	
133	00	21	27	
138	00	12	46	
99	01	31	10	
112	00	55	23	
113	00	49	38	
121	00	14	78	
123	00	11	52	
239/1	00	17	05	
239/2A	00	04	81	
149/1	00	00	25	
147/1	00	08	26	
13) Byduvalli Estate	3	00	62	61
14) Byduvalli				
36	00	01	34	
37	00	16	03	
38	00	19	85	
39	00	11	88	
40	00	02	19	
41/2	00	01	45	
41/1	00	06	36	
33/3	00	05	98	
32	00	00	72	
33/2	00	17	11	
33/1	00	04	14	
16/5	00	16	88	
16/4	00	00	36	
16/3	00	05	70	
16/2	00	00	31	
43/5	00	07	77	

1	2	3	4	5
14) Byduvalli (Contd)	43/2	00	18	50
	43/3	00	00	11
	43/1	00	08	35
	44	00	21	65
	10/1	00	01	00
	10/8	00	04	33
	10/2	00	08	40
	10/7	00	00	47
	10/3	00	03	67
	10/5	00	00	79
	10/4	00	03	38
	11	00	09	34
	7/6	00	05	65
	7/2	00	07	66
	7/3	00	00	98
	7/1	00	05	92
	6	00	11	00
	5	00	04	42
	65	00	02	02
	67/2	00	00	70
	67/1	00	00	17
	69/1	00	11	79
	69/3	00	00	14
	69/2	00	05	27
	69/4	00	01	71
	69/6	00	05	66
	69/5	00	04	16
	69/8	00	02	20
	69/9	00	10	51
	69/7	00	00	15
	69/10	00	01	88
	153	00	36	88
	154/1	00	29	52
	154/2	00	19	19
	155	00	12	30
	156	00	23	27
	157	00	25	78
	158	00	24	07
	141	00	27	09
	142	02	16	74
	138	00	00	63
	34/1	00	00	91

1	2	3	4	5
14) Byduvalli (Contd)	34/2	00	05	28
	70/1	00	21	97
	71/1	00	39	14
15) Muddarahalli	34	01	06	88
	25	00	18	18
	26	00	02	62
	21	00	52	15
	18	00	04	68
16) Gutti	213	00	21	23
	210/2	00	31	59
	210/1	00	03	95
	209	00	07	87
	167	00	55	54
	166/1	00	05	84
	166/2	00	02	78
	166/4	00	00	03
	166/5	00	13	80
	164/2	00	07	74
	164/1	00	04	41
	163/2	00	10	50
	163/1	00	00	04
	162/2	00	12	40
	162/1	00	00	60
	117	00	27	93
	116	00	24	83
	115/2	00	11	20
	115/3	00	08	21
	112	00	10	91
	114/1	00	06	54
	94	02	01	62
	9	03	64	86
	214/4	00	05	32
	214/5	00	29	31
	111/2	00	02	40
17) Kogile	126	01	98	45
	122	00	01	79
	118/2	00	19	51

Taluk: Bantwala	District: Dakshin Kannada	State: Karnataka		
1) Pilathabettu	107	01	05	74
	148	00	44	52
	147	00	21	22
2) Ajjibettu	49	01	23	35
	48	00	16	05

1	2	3	4	5
2) Ajjibettu (Contd)				
	50	00	37	46
	52	00	04	96
	82	00	83	96
	129	00	43	85
	134	00	46	21
	60	00	01	71
	21	00	43	11
	28	01	30	97
	51/14P1	00	12	42
	51/7	00	00	10
	51/8	00	01	17
	100/1P1	00	50	33
	100/2	00	40	19
	100/3	00	02	28
	46/9	00	10	92
	144/2	00	11	02
	144/4	00	16	64
	25/15P1	00	11	74
	22/1	00	02	83
3) Chennaithodi	55/3	01	58	98
	29	00	43	61
	30	00	66	82
	96	00	90	75
4) Yeliyanadugodu	34	00	38	69
	110	00	46	44
	80	00	25	06
	123	00	07	60
	37/P1	00	68	23
	135/1	00	01	25
	121/1A1	00	16	06
	121/1A2	00	10	53
	121/1B	00	15	02
	121/1C	00	12	35
	121/2	00	03	02
	36/6	00	13	05
	38/1	00	06	86
	139/1	00	01	52
5) Kukkipadi	93	00	69	51
	96/19	03	23	07
	97	00	30	32
	81	00	21	44
	2/1	00	08	52

1	2	3	4	5
5) Kukkipadi (Contd)	2/2	00	00	97
	7/3P1	00	41	26
	7/4	00	01	25
	7/9	00	07	02
	7/13	00	02	75
	8/1	00	28	88
	8/5	00	19	12
	170/1	00	01	83
	170/2	00	02	64
	102/3	00	19	57
	74/1P1	00	37	20
	74/4P1	00	17	38
	46/2	00	18	28
	46/3	00	04	13
6) Rayee	102	00	46	63
	101	00	02	12
	100	00	21	98
	132	00	44	54
	110	00	43	91
	19	00	00	76
	75	00	57	94
	76	00	27	11
	114	00	70	58
	56	00	63	56
	64	00	28	42
	61	00	53	94
	112	00	49	86
	8/1A	00	21	26
	8/2	00	08	89
	8/6	00	00	08
	88/2	00	09	02
	88/3	00	01	25
	9/2	00	15	84
	9/3	00	10	64
	9/4	00	11	44
	9/5A	00	22	64
	9/5B	00	07	09
	103/1A	00	11	57
	103/4	00	14	83
	103/5	00	26	15
	20/4A	00	04	74
	20/4B	00	01	10

1	2	3	4	5
6) Rayee (Contd)				
	20/5A1	00	05	19
	20/5A2	00	03	87
	20/7AP1	00	46	18
	91/3B	00	00	31
	122/2	00	28	01
	28/3	00	06	11
	28/4	00	17	18
	28/5	00	19	77
	28/6	00	01	66
	111/1	00	97	16
	29/3	00	21	56
	29/4	00	36	03
	29/7	00	08	94
	39/2	00	35	03
	74/1	00	04	52
	74/2B	00	24	12
	74/2C	00	15	27
	159/3	00	01	79
	86/1P1	00	05	86
	60/1	00	00	98
	60/2	00	38	11
	60/3P1	00	09	12
	60/4	00	22	87
	137/5	00	09	51
	137/6	00	06	55
	137/7	00	02	45
7) Karpe	106	00	52	01
	82	00	02	51
8) Arala	86	00	09	41
	109	00	08	18
	182	00	02	24
	55	00	12	97
	49	00	70	38
	48	00	38	06
	47	00	41	63
	35	01	07	45
	33	00	05	43
	10	00	74	12
	11	00	06	48
	12	00	48	98
	15	00	76	37
	147/4	00	24	43

1	2	3	4	5
8) Arala (Contd)	56/1B1	00	21	59
	50/10	00	21	91
	50/11	00	11	09
	50/18	00	06	24
	50/9P1	00	01	09
	45/3	00	09	13
	46/1B	00	14	23
	16/1A1	00	17	94
	16/1A3	00	06	56
	180/1	00	08	72
9) Badaga Bellur	86	01	59	04
	72	00	60	23
	70	00	96	26
	162	00	47	29
	163	00	00	63
	42	02	00	85
	44	00	02	54
	76/1A	00	05	12
	76/1C	00	02	46
	85/1	00	02	55
	85/2	00	08	23
	85/3A	00	20	04
	73/1P1	00	16	61
	69/4	00	14	60
	69/5	00	00	15
	50/1	00	00	85
	35/10P1	00	08	92
	216/1A	00	28	76
	126/1	00	24	07
	149/2	00	08	90
10) Kariyangala	118	00	20	58
	27	00	17	79
	25	00	65	96
	19	00	56	11
	16	00	13	76
	9	01	17	75
	10	00	63	69
	5	00	30	62
	4	00	53	10
	3	00	51	71
	2	00	51	38
	22/5P1	00	15	72

1	2	3	4	5
10) Kariyangala (Contd)	26/1	00	19	15
	26/4P1	00	05	37
	26/6A	00	16	70
	26/6B	00	00	10
	26/8P1	00	10	50
	21/11	00	02	32
	21/5	00	10	29
	21/9	00	06	29
	17/10	00	03	77
	17/12	00	02	00
	17/6	00	06	69
	17/7	00	06	11
	18/3	00	21	33
	18/8	00	01	60
	6/1	00	32	72
	6/2	00	10	30
	6/3	00	40	53

Taluk: Mangalore	District: Dakshin Kannada	State: Karnataka	
1) Tankaulipady	12	00	49
	13	02	00
	40/1P1	00	47
	40/2	00	06
	40/3AP1	00	08
	40/4P1	00	00
	40/6	00	06
	39/1AP1	00	02
	39/1B	00	05
	39/2A	00	03
	37/15P1	00	00
	37/17P1	00	01
	37/21	00	08
	37/22	00	13
	37/20	00	09
	37/18	00	10
	37/19	00	37
	37/25P1	00	14
	37/26P1	00	00
	37/29	00	00
	37/2P1	00	00
	37/3	00	22
	37/4	00	25
	37/30	00	05
	37/32A	00	04

1	2	3	4	5
1) Tankalipady (Contd)	18/12	00	23	06
	18/14	00	16	12
	18/17	00	07	25
	18/20P1	00	16	00
	18/16	00	20	87
	18/5P1	00	37	19
	16/11P1	00	09	12
	16/9P1	00	07	83
	14/4	00	04	48
	11/3	00	24	67
2) Addur	4	01	23	12
	86	00	17	48
	3/11	00	01	75
	3/3	00	08	21
	3/4	00	35	24
	6/14A	00	03	31
	6/14B	00	00	05
	6/1A	00	56	04
	6/1B	00	13	68
	6/1C	00	07	44
	6/7	00	01	01
	88/1	00	29	20
	13/10	00	29	54
	13/11A	00	00	10
	13/12	00	02	65
	13/4A	00	01	48
	13/13A	00	22	73
	13/13B	00	13	64
	13/13C	00	02	71
	13/19B	00	00	10
	13/14	00	13	22
	13/15B	00	02	33
	13/15A	00	23	85
	13/16	00	02	67
	13/18B	00	01	47
	13/24	00	03	91
	13/30	00	00	56
	13/6	00	00	62
3) Mulur	69/10	00	05	60
	69/12	00	07	98
	69/4	00	07	62
	69/5P1	00	24	31

1	2	3	4	5
3) Mulur (Contd)				
	69/7	00	06	37
	69/8	00	09	16
	68/6	00	00	10
	70/1	00	11	54
	70/2P2	00	09	42
	70/3	00	00	83
	71/3	00	23	26
	71/4	00	14	48
	71/5	00	00	33
	71/8	00	10	06
	81/8	00	02	09
	76/1	00	04	26
	76/2	00	17	48
	76/5A1	00	35	11
	76/7	00	12	61
	77/10	00	01	06
	77/11	00	00	10
	77/8	00	03	30
	77/9P1	00	22	90
	53/1	00	16	51
	53/2	00	28	53
	53/3	00	04	99
	53/4	00	02	51
	55/26P1	00	12	27
	55/26P2	00	01	07
	55/27	00	06	43
	55/28	00	05	97
	55/8	00	09	29
	55/9	00	00	18
	48A1A	00	04	37
	56/2	00	19	20
	46A1	00	06	71
	46A2	00	04	49
	57/2A	00	17	66
	57/2B	00	17	58
	57/5	00	14	26
	57/7	00	04	81
	45A3	00	00	40
	59/1P1	00	03	29
	58A1	00	09	87
	58A2	00	09	68
	58A3	00	05	29

1	2	3	4	5
3) Muler (Contd)	58A4P1	00	00	83
	40A3	00	07	14
	40A4	00	03	71
	40A5	00	07	04
	40A6	00	00	44
	40A7	00	06	73
	40B4	00	10	77
	40B5	00	10	44
	40B9	00	31	78
	40B10	00	12	35
	40B11	00	08	78
	28/12	00	33	92
	28/13	00	03	41
	28/14	00	00	75
	28/15P1	00	00	07
	28/16	00	01	15
	28/5	00	17	03
	28/7	00	05	06
	28/8	00	03	31
	21/3	00	11	91
4) Kandavara	64/1P2	00	31	31
	64/2	00	07	11
	70/1	00	11	50
	70/2	00	06	46
	70/4	00	00	49
	70/3	00	00	53
	70/9	00	00	77
	69/1	00	12	49
	69/4	00	14	26
	73/1A	00	10	22
	68/5	00	07	83
	68/4	00	32	61
	74/2	00	00	88
	75/1	00	15	96
	75/10	00	01	74
	75/12	00	05	98
	75/7	00	02	78
	75/8	00	05	09
	76/5	00	21	64
	78/2	00	04	65
	78/3	00	18	66
	78/4	00	02	07

1	2	3	4	5
4) Kandavara (Contd)	78/8	00	01	55
5) Adyapady	62	00	93	11
	84/3	00	43	52
	78/1P1	00	24	71
	78/2P1	00	07	59
	63/1	00	03	46
	63/2A	00	14	53
	60/1P1	00	17	37
	59/10A	00	00	02
	59/13	00	10	41
	52/4	00	10	27
	52/5	00	06	26
	54/1	00	14	86
	54/2	00	17	98
	54/3	00	19	30
	48/3	00	10	88
	48/4	00	06	07
	48/11	00	24	24
	48/12P1	00	12	92
	49/2	00	04	98
	49/3	00	00	20
	46/2	00	08	79
	46/5A2P1	00	19	14
	46/5B	00	02	16
	46/6	00	05	57
	45/6B	00	11	86
	32/3	00	00	07
	32/4P1	00	81	23
	32/6	00	00	98
	32/1	00	24	11
	33/3	00	22	05
	33/4	00	00	98
	33/5	00	01	25
	34/17	00	00	09
	34/18A	00	07	20
	34/7	00	04	72
	28/3P1	00	28	20
	28/4	00	03	88
	29/4P4	00	07	23
	29/5P1	00	03	67
	21/1	00	02	71
	21/10	00	29	41

1	2	3	4	5
5) Adyapady (Contd)	21/2	00	15	78
	21/3P1	00	12	39
	21/4P2	00	01	25
	18/6	00	16	76
	18/4	00	08	52
	18/1	00	24	55
	20/1	00	15	08
	20/2	00	08	34
	20/3	00	03	13
	11/7	00	55	30
	12/1	00	26	20
	12/2	00	05	52
	13/10P1	00	11	19
	13/3	00	01	19
	13/6P2	00	43	46
	15/2A2	00	00	56
	14/1	00	16	03
	14/2	00	26	27
6) Malavoor	84	00	16	90
	16/1AP1	00	19	30
	16/2	00	01	02
	16/5G	00	02	08
	16/5G1	00	11	52
	16/5G2	00	15	65
	16/5H	00	18	10
	16/5D	00	02	04
	16/6P1	00	14	34
	14/2AP2	00	25	19
	14/1A	00	06	55
	8/12	00	07	51
	8/16	00	19	16
	8/23P1	00	02	38
	8/24A2	00	03	74
	8/24A1	00	00	05
	8/24B	00	12	70
	8/25P1	00	00	02
	8/67	00	00	69
	8/27/P1	00	40	00
	8/28B	00	01	99
	8/28C	00	03	80
	8/28D	00	20	21
	8/31BP	00	15	42

1	2	3	4	5
6) Malavoor (Contd)				
	8/33	00	21	17
	8/44B	00	06	66
	8/44C	00	04	00
	8/60A	00	10	83
	8/59A	00	00	22
	8/70	00	03	58
	8/63P2	00	05	86
	8/64	00	00	64
	10/9	00	00	39
	9/5	00	02	73
	6/1A1	00	00	51
	5/1B	00	14	18
	5/2A	00	02	10
	5/2B	00	02	85
	5/3A	00	00	04
	5/3B	00	00	05
	5/4	00	17	71
	5/5AP1	00	37	00
	5/6	00	02	84
	4/1A	00	02	17
	4/1B	00	05	07
	4/3B	00	00	14
	127/2P2	00	77	38
7) Kenjar	82	00	25	15
	102	00	82	87
	23/10A	00	04	59
	23/10B	00	00	98
	23/11	00	03	79
	23/12B	00	00	17
	23/13B	00	01	23
	23/14	00	01	64
	23/15B	00	18	30
	77/2	00	11	41
	77/3A	00	14	40
	77/8BP1	00	02	34
	83/12A	00	23	53
	83/3P1	00	14	15
	83/5	00	00	75
	83/7A	00	16	73
8) Tokuru	68/12	00	45	47

Taluk: Belangadi	District: Dakshin Kannada	State: Karnataka		
1) Neriya	145	28	65	01
	19	01	03	18

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1	2	3	4	5
1) Neriya (Contd)	4	01	62	07
	2	01	69	29
	20	02	07	34
	1	00	34	60
	11	02	40	14
2) Thotathadi	158	00	23	14
	157/1	00	16	36
	157/2	00	07	09
	157/3	00	08	40
	157/5P1	00	19	37
3) Chibidre	7	01	26	78
	86	03	45	00
4) Kalmanja	121	00	03	96
	99	00	43	05
	101	00	03	81
	103	00	82	97
	108	00	94	70
	109	00	52	08
	93/1	00	36	98
	83/1	00	06	37
	83/2A	00	68	57
	72/2A	00	00	07
	72/3B	00	01	76
	78/1A	00	11	28
	78/1B	00	07	94
	78/2	00	00	46
	82/1	00	67	57
	82/2	00	09	84
	81/1	00	40	62
	219/1P1	00	40	58
	100/1	00	01	12
	100/2P1	00	75	60
	105/2A	00	33	52
	105/2BP1	00	19	63
	105/2C2	00	22	51
	105/2D	00	18	89
	105/2E	00	14	71
5) Dharmasthala	57/2P1	00	73	77
	56/10	00	00	86
	56/3C	00	12	24
	56/5	00	18	66
	56/6A	00	04	56

1	2	3	4	5
5) Dharmasthala (Contd)	56/6B	00	08	91
	56/6C	00	11	44
	56/8	00	05	90
	55/1	00	14	13
6) Ujire	454	00	26	37
	548	00	38	42
	547	00	45	83
	545	00	12	36
	544	00	24	18
	278	00	68	18
	373	01	24	52
	362	00	47	60
	398	00	50	96
	399	00	75	23
	259/12P2	00	05	33
	259/30	00	14	20
	259/4P4	00	12	51
	258/5	00	35	30
	258/6P1	00	00	45
	258/8	00	34	72
	258/9	00	10	74
	265/3A1	00	02	53
	372/2	00	75	48
	372/3	00	39	75
	393/3P1	00	30	70
	394/2A	00	15	27
	394/2B	00	00	05
	396/1AP2	00	34	45
	396/1B	00	14	44
7) Koyyuru	33	00	92	04
	29	02	64	25
	20	01	34	33
	21	00	67	18
	60	01	21	78
	34/1	00	03	53
	227/1	00	00	36
	28/2P1	00	18	03
	28/3	00	51	34
	28/4	00	19	19
	24/1A3	00	00	64
	22/1	00	02	30
	9/13B	00	28	31

885 90 12-6

1	2	3	4	5
7) Koyyuru (Contd)	9/7	00	07	96
	7/1P1	01	49	29
	10/3	00	00	07
	10/4	00	00	21
	10/5	00	05	08
	10/6P1	00	25	59
	10/7	00	15	06
	10/9	00	08	20
	11/P2	00	08	27
8) Belangadi	9	02	11	37
	152	00	17	80
	127	00	32	42
	224	00	60	88
	134	00	34	78
	120	00	24	07
	227	00	64	21
	43/8C	00	04	72
	248/2	00	05	39
	248/3	00	05	70
	248/4A	00	14	24
	10/3	00	17	03
	10/5	00	02	70
	11/1	00	01	32
	11/2A	00	00	12
	198/2	00	20	48
	230/1	00	09	55
	114/2	00	09	90
	114/1A	00	01	31
	221/1	00	06	34
	14/10	00	09	99
	14/20	00	00	46
	14/21	00	09	96
	103/11	00	00	10
9) Odinal	111	01	56	25
	109	01	68	83
	146	00	63	56
	110	00	31	72
	85/14	00	13	12
	85/15	00	00	82
	85/17	00	04	64
	85/20	00	04	85
	85/22	00	00	34

1	2	3	4	5
9) Odisha (Contd)				
85/4	00	03	57	
85/5	00	12	80	
85/7	00	00	02	
107/2	00	02	97	
107/3	00	07	43	
191/1	00	36	63	
191/2	00	04	40	
135/1	00	11	76	
135/2A	00	02	09	
135/2B	00	44	75	
199/1	00	03	12	
199/3	00	14	11	
199/4	00	21	36	
199/5P1	00	06	76	
121/1	00	02	49	
121/2P1	00	40	53	
58/13	00	00	71	
58/14	00	03	35	
60/2	00	26	84	
60/3	00	43	07	
60/6	00	00	05	
60/7	00	02	64	
60/8	00	02	87	
59/2	00	01	18	
61/1	00	16	78	
61/2	00	02	87	
45/1B	00	03	15	
44/10	00	01	14	
44/2B	00	07	63	
137/1	00	56	02	
137/2A	00	05	76	
137/2B	00	14	87	
10) Kuvettu	103	00	26	07
	136	00	28	66
	153	00	66	03
	200/1	00	02	07
	200/2	00	03	34
	198/1	00	09	39
	198/5	00	00	90
	198/7	00	05	21
	66/10	00	00	03
	66/5	00	00	72

1	2	3	4	5
10) Kuvettu (Contd)	66/6	00	12	57
	66/7	00	08	68
11) Padangady	211	00	00	15
	194	00	24	43
	177	00	26	34
	166	00	48	58
	199/6B	00	09	89
	207/1	00	13	12
	207/2	00	09	32
	207/3	00	29	46
	207/4	00	24	69
	207/5	00	08	12
	207/6	00	14	90
	208/2	00	00	10
	206/6	00	00	10
	206/7	00	02	90
	206/8	00	04	41
	195/1A	00	95	89
	195/1B	00	03	73
	196/P1	00	48	60
	197/1	00	08	07
	197/2P1	00	01	35
	197/3	00	00	41
	161/1	00	11	98
	161/10	00	12	87
	161/12	00	27	37
	165/2	00	11	52
	160/3P1	00	15	81
	160/4A	00	17	17
	160/4BP1	00	07	42
12) Sonandur	17	00	94	72
	7	00	10	20
	13/3P1	00	24	67
	13/4	00	22	94
	13/5	00	19	93
	15/1P1	00	34	34
	76/1	00	66	29
	63/P1	00	66	61
	6/1A	00	00	38
	6/1B	00	02	65
13) Gardadi	194/1A	00	61	49
	197/9A	00	07	35

1	2	3	4	5
13) Gardadi (Contd)				
	197/9B	00	16	20
	208/2A2	00	33	27
	208/2A3	00	04	29
	208/2B	00	00	06
	205/1	00	24	33
	205/2	00	05	08
14) Kukkedi				
	48	02	09	42
	31	01	16	28
	88	00	88	22
	26	00	28	33
	95	00	01	29
	23/2	00	04	97
	24/2P1	00	10	47
	78/1	00	13	70
	78/2	00	05	87
	77/1	00	09	73
	77/2A1	00	10	63
	77/2B2	00	04	81
	130/1B1	00	15	30
	130/1B2	00	40	99
	130/2	00	29	81
	130/3	00	00	66
	130/4	00	00	32
	130/5	00	01	25
15) Bajare				
	83	00	40	71
	39	03	41	79
	42	00	46	38
	94	00	54	12
	151	00	32	74
	152	00	01	38
	48	00	10	55
	66/2	00	00	10
	66/3	00	07	28
	44/3P1	00	13	71
	143/3	00	25	20
	143/2	00	47	95

[F. No. L-14014/1/2011-G.P.]

A. GOSWAMI, Under Secy.

श्रम एवं रोजगार मंत्रालय
नई दिल्ली, 1 मार्च, 2012

का.आ. 1211.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआई/एलसी/आर/98/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-2-2012 को प्राप्त हुआ था।

[सं. एल-12012/76/2002-आईआर (बी-II)]

शीश राम, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 1st March, 2012

S.O. 1211.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/98/2003) of the Central Government Industrial Tribunal/ Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 14-2-2012.

[No. L-12012/76/2002-IR(B-II)]

SHEESH RAM, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

No. CGIT/LC/R/98/2003

PRESIDING OFFICER : Shri Mohd. Shakir Hasan
Shri Ashish Nair,
S/o Late Mohan Nair,
R/o Eethkedi,
Tehsil Goharganj,
Raisen (MP)

... Workman

Versus

The Regional Manager,
Punjab National-Bank,
Regional Office, Roshanpura,
Bhopal (MP)

... Management

AWARD

Passed on this 8th day of February, 2012

1. The Government of India, Ministry of Labour *vide* its Notification No.L-12012/76/2002-IR(B-II) dated 20-5-03 has referred the following dispute for adjudication by this tribunal :—

“ Whether the action of the management of Regional Manager, Punjab National Bank in not granting compassionate appointment to Shri Ashish Nair S/o Mohan Nair is justified? If not, what relief the workman is entitled for ?”

2. The case of the applicant in short is that one Late Mohan Nair was Security Guard in Hoshangabad Road

Branch of the Punjab National Bank. He died on 1-2-1991 while he was in service. His widow submitted an application in the prescribed proforma on 13-6-91 for appointment on compassionate ground of her eldest son Ashish Nair with a request that her son be appointed on attaining majority who was 13 years old. She was verbally informed that her son would be interviewed after attaining majority. The applicant Ashish Nair submitted his application to the Zonal Office, Bhopal on attaining the age of 18 years. He was interviewed after attaining majority. The applicant Ashish Nair submitted his application to the Zonal Office, Bhopal on attaining the age of 18 years. He was interviewed on 4-11-1996. He was orally informed that the order would be communicated on his residential address. When no order was communicated, then a legal notice was given by the applicant. Thereafter the dispute was raised before the Asstt. Labour Commissioner (C), Bhopal. The settlement was not arrived between the parties and the Central Government referred the dispute for adjudication. It is stated that the circular No. 6 of 1997 is not applicable in his case as it is prospective in effect which was considered by the management for not considering his appointment on compassionate ground. It is submitted that the management be directed to appointment him on compassionate ground.

3. The management appeared and filed Written statement to contest the reference. The case of the management, interalia, is that the dispute raised by Shri Ashish Nair for appointment in the Bank on compassionate grounds. It cannot be termed as an industrial dispute under the provision of the Industrial Dispute Act, 1947 (I.D. Act, 1947). Admittedly Late Mohan Nair was working as Armed Guard ,in the Sub-ordinate cadre of the Bank at Branch Office, Govindpura Bhopal where he expired on 1-2-91. His widow initially submitted an application on 13-6-91 with a request to reserve a post for appointment of her son Ashish Nair on compassionate ground who was minor at the relevant time. . The widow Smt.. Padma Devi Nair was working in the Forest Department. The applicant lastly submitted an application on 9-10-96 for appointment on compassionate ground. He was admittedly issued an interview call letter dated 26-10-96 to appear on 4-11-96. After interview the Regional Manager, Bhopal forwarded his case to the Personnel Division, Headquarter, New Delhi. The Personnel Division informed the Regional office as per the scheme circulated *vide* circular letter No. 6/97 that the waiting period for compassionate appointment as per scheme is only for four years and the case is not covered under the said scheme. Smt. Padma Devi Nair was accordingly informed *vide* letter dated 21-2-2000. The circular Nos. 32/90 dated 16-7-90, 28/94 dated 16-7-94 and 6/97 dated 20-3-97 are schemes covered for appointment on compassionate ground. Under the circumstances, the applicant is not entitled to any relief.

4. On the pleadings of both the parties, the following issues are framed for adjudication :

1. Whether the action of the management in not granting compassionate appointment to Shri Ashish Nair is justified ?
- II. To what relief, Shri Ashish Nair is entitled ?

5. Issue No. I

On the pleadings of both the parties, the following facts are admitted :—

1. Late Mohan Nair was Security Guard in the branch of the management Bank and he died on 1-2-91 while in service.
2. His widow Smt. Padma Devi Nair submitted an application dated 13-6-91 on the prescribed Performa with a request to reserve a post of appointment for her eldest son Shri Ashish Nair on compassionate ground within one year from the death of late Mohan Nair who was minor at the relevant time.
3. Her son Shri Ashish Nair submitted an application dated 26-10-96 on attaining majority for appointment on compassionate ground.
4. He was interviewed on 4-11-96 by the management and his case was recommended to Headquarter.
5. He attained majority after about five years from the date of death of his father.
6. His case of appointment on compassionate ground was rejected on the ground of circular No. 6/97 dated 20-3-97.
7. The widow Smt. Padma Devi Nair was already in employment in forest Department at the time of death of Late Nair.
6. To prove the case, the applicant has adduced oral and documentary evidence. The applicant Ashish Nair has supported the facts of the case which are mostly admitted by the management. Admittedly he was 13 years at the time of death of his father and again applied for appointment on compassionate ground on attaining the age of 18 years. He has stated that he is still un-employed. He has stated further that his candidature was rejected on the basis of circular dated 20-3-97 which is filed by the management but his application for appointment was of the year 1996 and the same was to be considered in the light of the circular dated 16-7-1994 which is Exhibit M/3(a). There is nothing in his evidence to disbelieve this witness.
7. The applicant has filed documentary evidence and all are admitted by the management. Exhibit W/1 is the photocopy of death certificate of Late Mohan Nair. This shows that admittedly he died on 1-2-91. Exhibit W/2 is the application dated 13-6-91 on the prescribed performa which was received by the management on 4-7-91. This application appears to have been filed within one year in

the light of the circular on the death of Late Mohan Nair for reserving the vacancy for appointment of the applicant Ashish Nair, son on compassionate ground.

8. Exhibit W/3 is the application filed before the Asstt. Labour Commissioner (in short ALC), Bhopal whereby the dispute was raised in the year 2001. Exhibit W/4 is the reply dated 2-6-2001 of the Regional Manager before the Asstt. Labour Commissioner (C), Bhopal denying the claim of the applicant mainly on the ground that in case the dependent is a minor, in that eventuality the case be considered at the discretion of the Bank within 4 years from the death of the employee. Exhibit W 15 is the notice by the ALC to the Zonal Manager for attending conciliation proceeding. Exhibit W/6 is the letter of ALC to the Ministry of Labour of rejection to refer to the Arbitrator. Exhibit W/7 is letter of the ALC to the Ministry of failure report on the basis of the stand of the management on circular No. 6/97 dated 20-3-97. Thus it is clear from the evidence of the applicant that Shri Mohan Nair died on 1-2-1991 and the widow of Late Nair submitted an application for appointment of her son, Ashish Nair on compassionate ground on attaining majority within one year of the death of Late Nair. The candidature of Ashish Nair was rejected on the ground of circular No. 6/97 dated 20-3-9. As such the conciliation proceeding failed.

9. On the other hand, the management has also adduced oral and documentary evidence. The management witness Shri Deepak Sood is Deputy Manager, circle office, Punjab National Bank. He has stated that the Regional Manager Bhopal Region forwarded the case of Shri Ashish Nair to the Personnel Division of the Bank Head Quarter New Delhi. The Personnel Division, Headquarter New Delhi had informed the Regional Office as per the scheme circulated vide circular No. 6/97 that the waiting period in case of minor dependent nominated for employment in the Bank for compassionate ground should be less than 4 years and in the instance case, the deceased employee died on 1-2-1991. Therefore, the waiting period in this case is more than 4 years and hence the case is not covered under the scheme. The said letters filed which are marked as Exhibit M/2(a) and Exhibit M/6 and admitted by the workman. The said letters clearly show that his candidature for appointment on compassionate ground was rejected on the ground of circular No. 6/97 as the waiting period in this case was more than 4 years and the case is not covered under the said scheme. The said scheme appears to be admitted by either of the parties that the circular No. 6/97 dated 20-3-97 was basis for rejection of his claim for appointment on compassionate ground. The said circular is Exhibit M/7.

10. Admittedly the application was filed within one year on 13-6-91 with a request to reserve a post of appointment of Ashish Nair on compassionate ground who was minor at relevant time. The said application is marked as Exhibit W/2. It is also an admitted fact that after attaining majority Shri Ashish Nair file again an application

on 16-10-96 for appointment on compassionate ground and he was called for interview. The said call letter is marked as Exhibit M/2 and is admitted by the workman.

11. It is argued on behalf of the workman that at the time of filing application for compassionate appointment, the circular letter Nos. 32/90 dated 16-7-90 and 28/94 dated 16-7-94 were prevailing for compassionate appointment. These circular letters are filed and admitted by the workman which are marked as Exhibit M/3 and M/3(a). It is urged that circular letter 28/94 dated 16-7-94 clause 5(b)(i) runs as follows :

“5. Method of appointment :—

(b)(i) In cases the member of the family to be offered appointment is a minor, the competent authority can keep the offer of appointment open till the minor attains the age of majority, if otherwise eligible, provided a request to that effect is made to the Bank within one year from the date of death of the employee.”

It is stated that the request was made within a year from the death of the deceased employee and the authority can keep the offer of appointment open till the minor attains the age of majority. It is further stated that Circular letter No. 32/90 dated 16-7-90 provides that the waiting period was seven years. It is submitted that the management should have considered the circulars when the application was made and he was eligible for appointment on compassionate ground.

12. The learned counsel for the management has argued that the compassionate appointment is not a right. It is based on policy and scheme exception to the general rule of appointment. The compassionate appointment is to be made in accordance with the existing policies and scheme at the time of considering for compassionate appointment. It is stated that in the instance case, the circular letter No. 6/97 dated 20-3-97 was in existence. Clause 6 (b) of the circular letter No. 6/97 runs as follows :

“6. Method of appointment :

(b) In case the defendant is a minor or does not possess suitable minimum qualification, his/her case can be considered at the discretion of the bank within four years of the death of the employee to enable him/her to so qualify in terms of age and/or qualification provided that the dependent has made a request to the Bank within one year of the death of the employee.”

It is submitted that the rider for considering appointment on compassionate ground is within 4 years of the death of deceased employee and admittedly in the instance case, at the time of considering his appointment, Shri Ashish Nair attained the age of majority after four years from the death of his father and therefore the management has rightly rejected his candidature for appointment on compassionate ground. The management has placed reliance on a decision reported in 2010(3)MPLJ

213, Bank of Maharashtra and another Vrs. Manoj Kumar Deharia and another wherein the Hon'ble Apex Court has held that :

“It is, therefore, clear that compassionate appointment is not a vested right nor is it a hereditary right. Its grant is based on the policies and scheme which are framed by carving out an exception to the general rule governing public appointment. Once it is held that it is an exception to the General Rule and is granted in accordance with the scheme or rules formulated, then considerations to be made for grant of the appointment would be governed by the provision of the rules or the scheme and in that view of the matter when the rules and the guidelines play a dominant role, considerations have to be made in accordance with the rules and scheme which are applicable at the time of grant. As the entitlement, for compassionate appointment is to be evaluated in accordance with the schemes and rules formulated in that regard, there cannot be any shadow of doubt that consideration and evaluation are required to be made in accordance to the existing policies and not on the basis of a policy or scheme, which has become extinct. In that view of the matter, consideration has to be in accordance to the policy applicable when the matter is taken up for consideration and not on the basis of any other scheme or policy, which has lapse or superseded. The aforesaid being the position of law, the view expressed in T. Swamy Dass (supra) and Heeralal Baria (supra) is not correct.”

It is clear that at the time of considering the appointment on compassionate ground, the policy or scheme is in existence, is to be considered for appointment. In the instance case the circular letter No. 6/97 dated 20-3-97 came into existence where the rider was four years and the case of Shri Ashish Nair is not covered under the circular letter No. 6/97 which was applicable in the case as he had crossed four years. Hence the management has rightly rejected to consider his appointment on compassionate ground. This issue is decided in favour of the management and against the workman.

13. Issue No. II

On the basis of the discussion made above and in the light of judgement of the Hon'ble Apex Court, I find that there is no merit in the case and the applicant Shri Ashish Nair is not entitled to any relief. Accordingly the reference is answered.

14. In the result, the award is passed without any order to costs.

15. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 1 मार्च, 2012

का.आ. 1212.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 31/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 16-2-2012 को प्राप्त हुआ था।

[सं. एल-12011/56/2007-आईआर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 1st March, 2012

S.O. 1212.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.31/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 16-2-2012.

[No. L-12011/56/2007-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 31 of 2007

Parties: Employers in relation to the management of
Punjab National Bank

AND

Their workmen.

Present: Mr. Justice Manik Mohan Sarkar,
.....Presiding Officer

Appearance:

On behalf of the: Mr. R.K. Das, Senior Manager of the
Management Bank.

On behalf of the : Mr. R. Chattopadhyay, Treasurer of
Workmen Bank Employees' Federation (W.B.)
with Mr. A. Mitra, Secretary of the
workmen union.

State: West Bengal. Industry: Banking.

Dated 31st January 2012

AWARD

By Order No.L-12011/56/2007-IR(B-II)dated
30-10-2007 the Government of India, Ministry of labour in
exercise of its powers under Section 10(1)(d) and (2A) of

the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Punjab National Bank, West Bengal, Zonal Office, Apeejy House (4th Floor), 15 Park Street, Kolkata - 700016 in not absorbing Shri Biswanath Paik, Part-Time Sweeper of Dhukri Jhora Branch of Dist. 24 Parganas (South), West Bengal In the post of Peon-cum-Daftary is justified ? If not what relief the concerned workman is entitled to ?"

2. None is found from either of the parties on call today. The matter is pending for cross examination of WW-01, Shri Biswanath Paik, the concerned workman, who is also found absent on call .

3. It is found from the previous orders that the workmen side is not appearing for a pretty long time for about a year. Fresh notice was directed to be issued to the workmen union on 28-7-2011 and on the next date It is recorded in the order sheet that the acknowledgment card showing receipt of such notice was received back by the Tribunal after service. Even then the nobody is appearing on behalf of the workmen union nor any step has been taken on its behalf.

4. It is presumed that the workmen union is not interested to proceed with the present dispute any more and for that reason it is neither appearing nor is taking any step in its behalf in the present reference. So, on presumption of existence of no industrial dispute, the present reference is disposed with a "No Dispute Award"

A "No Dispute Award" is accordingly passed.

Dated, Kolkata,

The 31st January, 2012.

JUSTICE MANIK MOHAN SARKAR,
Presiding Officer

नई दिल्ली, 1 मार्च, 2012

का.आ. 1213.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एल सी/आर/52/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-2-2012 को प्राप्त हुआ था।

[सं. एल-12011/19/2005-आईआर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 1st March, 2012

S.O. 1213.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.CGIT/LC/R/52/2005) of the Central Government Industrial

Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 14-2-2012.

[No. L-12011/19/2005-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/52/2005

PRESIDING OFFICER: SHRI MOHD. SHAKIR HASAN

The General Secretary,
Daily Wages Bank Employees Association,
Hardev Niwas, 9,
Sanwer Road,
Ujjain

... Workman

Versus

The Regional Manager, Bank of Maharashtra,
Regional Office, 688,
M.G. Marg,
Sancit Bhawan,
Indore

... Management

AWARD

Passed on this 7th day of February 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-12011/19/2005-IR(B-II) dated 2-6-2005 has referred the following dispute for adjudication by this tribunal:-

“ Whether the management of Regional Manager, Bank of Maharashtra, Indore in terminating the services of Shri Pardeep Devda is justified ? If not to what relief the workman is entitled to ? ”

2. The case of the Union/workman in short is that Shri Pardeep Devda was engaged by the Branch Manager on daily wages against permanent peon on 1-12-1986 for cleaning and sweeping and for other works till the closing of the bank. He worked continuously for 17 years in the Bank. It is stated that when the workman started demanding to regularize him, then suddenly he was terminated from services on 16-8-2003 without giving him any notice and without retrenchment compensation. It is stated that he worked more than 300 days in each and every year but he was paid from different heads so that 240 days should not be completed on the record of the bank. He was paid bonus of the days he worked. It is stated that he was terminated in violation of the provision of Section 25-F of the Industrial Dispute Act, 1947 (in short the Act, 1947). The management has also violated the principle of “Last come first go”. It is

submitted that the reference be answered in favour of the workman.

3. The management appeared and filed Written Statement to contest the reference. The case of the management, interalia, is that Shri Pardeep Devda was engaged on casual basis for cleaning work on daily wages intermittently at Ratlam Branch of the bank. He was free not to come on the next day. He was not engaged after 17-6-2003 as his work was no more required to the Bank. He was paid the wages for the days he worked in the Branch. The management has given the chart of his work at Para-4 of the pleading which is from 1986 to 2003. It is stated that he had not worked 240 days in one calendar year particularly during the year preceding the date of his alleged termination. His engagement was on contact basis and on daily basis. The provision of Section 2(00)(bb) of the Act, 1947 is attracted and there is no violation of the provision of Section 25-F of the Act, 1947 as period of 240 days during the preceding year of his non-engagement as required under Section 25 B of the Act, 1947 is not completed. The Bipartite Settlement is not applicable in his case. It is submitted that the action of the management is legal and justified and the reference be answered accordingly.

4. On the basis of the pleadings of the parties, the following issues are settled for adjudication-

- I. Whether the action of the management in terminating the services of Shri Pradeep Devda is justified ?
- II. To what relief the workman is entitled ?

5. Issue No. I

The workman has adduced oral and documentary evidence in order to prove his case. The workman Shri Pradeep Devda has stated in his evidence that he worked from 1986 to 2003 at Ratlam Branch of the bank. He was not given any appointment order of the post of peon. He has further stated that he used to do work two hours daily and when it was needed he worked for whole day. This shows that he was engaged for a fixed period for fix work of cleaning. This fact corroborates that he was engaged on contract basis and the provision of Section 2(00)(bb) of the Act, 1947 is attracted.

6. The workman has filed photocopies of the documents which are admitted by the management. Exhibit W/4 is the monthwise statements of the work done by Shri Pradeep Devda. The statement is admitted by the management. The said statement shows that the workman Shri Pradeep Devda was engaged on daily wages at Ratlam Branch of the Bank from December 1986 to June 2003 intermittently. He had worked 119 days for a period of one year during twelve months preceding the date with reference. This shows that his service shall not be deemed

to be continuous for one year as required under section 25 B of the Act, 1947 and the provision of Section 25-F of the Act, 1947 is not applicable. This shows that there is no violation of the Act and the management was justified in his action.

7. The learned Representative of the workman has urged that the workman had worked from 1986 to 2003 but he was not given permanent Temporary status (in short PTS). He has relied the letter dated 6-5-2005 of the management which is marked as Exhibit W/14. The said letter is admitted by the management. The learned counsel for the management has argued that firstly this is beyond the scope of the reference to consider PTS. Secondly the letter was issued when he was not in employment of the management and the letter is not applicable to the workman and thirdly there are three conditions laid down in the letter and he had fulfilled only one condition that he worked for minimum 500 days since 1995 and did not fulfill two other conditions and therefore the said letter is not applicable in his case. Thus the oral and documentary evidence adduced by the workman proves that the action of the management is justified and legal.

8. On the other hand, the management has examined Shri Sahaj Pathak who is working as Regional Manager in Regional Office, Indore. He has supported the case of the management. His evidence also shows that he had not worked 240 days during a period of twelve calendar months preceding the date with reference. This shows that the provision of Section 25-F of the Act, 1947 is not violated. This issue is decided against the workman and in favour of the management.

9. Issue No. II

On the basis of the discussion made above, the workman is not entitled to any relief and the management is justified as there is no substance in the dispute raised by the workman. The reference is accordingly answered.

10. In the result, the award is passed without any order to costs.

11. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 1 मार्च, 2012

का.आ. 1214.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एन जी पी/50/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-2-2012 को प्राप्त हुआ था।

[सं. एल-12012/72/2001-आईआर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 1st March, 2012

S.O. 1214.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.CGIT/NGP/50/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 27-2-2012.

[No. L-12012/72/2001-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/50/2001 Date: 23-1-2012.

Party No.1: The Regional Manager, Bank of Maharashtra, Khandesh Mill Complex, Nehru Chowk, Jalgaon.

Versus

Party No.2 Shri Ajit Bhaskar Joshi,
No. 216, Balirampeth,
Jalgaon(MS).

AWARD

(Dated: 23rd January, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Bank of Maharashtra and Shri Ajit Bhaskar Joshi, for adjudication, as per letter No.L-12012/72/2001-IR (B-II) dated 20-7-2001, with the following schedule :-

"Whether the action of the management of Bank of Maharashtra through its Regional Manager, Khandesh Mill Complex, Nehru Chauk, Jalgaon in dismissing Shri Ajit Askar Joshi from his services vide order dated 3-4-1998 for the charge of unauthorized absence is justified is legal and proper ? If not, what relief the said workman is entitled to ?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Ajit Bhaskar Joshi, ("the workman" in short) filed his statement of claim and the management of the Bank of Maharashtra, ("Party No.1" in short) filed its written statement.

3. The case of the workman as projected in the statement of claim is that he was appointed as a peon on 23-12-1982 by party no. 1 and he was confirmed in the said post w.e.f. 23-6-1983 and he served as such to the

satisfaction of the authorities and his service record was clean and unblemished and the party No. 1 issued the letter dated 4-11-1995, asking him to produce medical certificate from the civil surgeon in connection with his absenteeism and in compliance to such direction, he submitted the required medical certificate and joined duty and thereafter, on 29-11-1995, the party no. 1 issued a letter for personal hearing.

The further case of the workman is that party no. 1 issued letter dated 25-1-1997 as per clause 17 (wrongly mentioned as clause 7) of the 5th Bi-partite Settlement, regarding voluntary retirement and due to his illness, he was remaining absent from duties at times, by submitting leave application and with the permission of the party no. 1 for the same and the documents regarding the same are with party no. 1 and he joined his duties on 15-3-1997, after submission of his joining report and the party no. 1 issued a charge sheet against him for the misconduct of absenteeism and a departmental enquiry was held against him and he appointed one Shri R.P. Kulkarni as his representative in the enquiry and during the enquiry proceeding, there was a settlement between his representative and the management's representative and it was agreed that in case of his admission of the charges, a lenient view regarding punishment would be taken and in view of such undertaking, he admitted the charges before the enquiry officer and party no. 1 issued letter dated 19-1-1998, for final hearing of the departmental enquiry on 10-2-1998 and he submitted his say before the disciplinary authority on 10-2-1998 and thereafter, party no. 1 issued the letter dated 28-2-1998 for submission of medical certificate and to remain present on 2-3-1998 in the office of District Civil Surgeon, Jalgaon, for his medical examination, in presence of the representative of the management and though he remained present from 9.AM to 1 PM on 2-3-1998 in the office of the Civil Surgeon, the management representative did not appear, so he submitted an application to party no. 1 and the party no. 1 by order dated 3-4-1998, terminated his services and whenever he had remained absent, he had submitted application and medical certificate at the time of joining and on 27-4-2000, he submitted a representation for setting aside the dismissal order, but without any effect and therefore, he raised the dispute before the ALC (C), Bhusawal and as the conciliation failed, failure report was submitted to the Central Government and the Central Government referred the dispute to the Tribunal for adjudication.

It is also pleaded by the workman that he worked continuously for 18 years with party no. 1, before issuance of the charge sheet and no show cause notice or memo was issued during the tenure of his service, but subsequently he could not remain present on duty, due to ill health, and his such absence did not amount to absenteeism and punishment of bringing down his scale by two stages was passed against him, which was sufficient for the misconduct of absenteeism, but punishment of

dismissal from services was again imposed for the misconduct of absenteeism against him and the punishment is quite disproportionate to the charges. The workman has prayed to set aside the order of dismissal from services and to reinstate him in service with continuity and full back wages.

3. The party no. 1 in its written statement has admitted about the appointment of the workman as a sub-staff on 23-12-1982 and his confirmation in service w.e.f. 23-6-1983. However, it is pleaded inter-alia that the workman did not serve to its satisfaction and his service record was not clean and he was in habit of remaining unauthorisedly absent from his duties frequently and it is the regular practice to ask the employee to produce medical certificate from civil surgeon, when he bears the habit of remaining unauthorisedly absent under medical ground and the letter dated 29-11-1995 was issued by the disciplinary authority with a view to hear the say of the workman and his defence representative regarding quantum of punishment to be awarded in connection with the notice issued to him under clause 19.12 (e) of Bi-partite Settlement and letter dated 25-1-1997 was issued by the Chief Manager, Staff Administration, C.O. Pune to the workman for his unauthorized absent from duties w.e.f. 14-8-1996 and by that letter, the workman was intimated that in case of his failure to join duties within 30 days, he would be deemed to be voluntarily retired under clause 17 of Vth Bipartite Settlement dated 10-4-1989 and on the application of the workman dated 15-3-1997, he was allowed to join his duties w.e.f. 15-3-1997, by the Branch Manager, Jalgaon branch, vide letter dated 15-3-1997 and letter dated 23-6-1997 is regarding acknowledgement of copy sent by B.M. to R.M., Jalgaon in respect of three staff members including of the workman.

It is further pleaded by the party no. 1 that charge sheet dated 16-6-1997 was issued against the workman for his unauthorized absence and other misconducts and a departmental enquiry was held against the workman and it was not aware about any settlement between its representative and representative of the workman during the enquiry and about imposition of lenient punishment in case of admission of the charge and the workman admitted all the charges vide his letter dated 8-10-1997 before the enquiry officer and the enquiry officer in its report dated 17-10-1997 held all the charges to have been proved against the workman and accordingly, the disciplinary authority issued final order dated 24-3-1998 awarding the punishment of dismissal from services and the workman had submitted two medical certificates dated 12-10-1997 and 5-2-1998 and on enquiry, it was informed by the civil surgeon, Jalgaon vide letter dated 3-3-1998 that both the certificates were not signed by the District Civil Surgeon and at the time of scrutiny of the certificates by the civil surgeon, the workman was asked to produce the medical records pertaining to the period mentioned in the certificates, but the workman was not able to produce the same and the workman was

examined by the civil surgeon on 2-3-1998 and was found to be fit and the workman was in habit of remaining absent from duties without intimation/permission/prior sanction from his higher authorities and on 15-11-1990, 05-10-1993 and 16-5-1994, the workman had been issued with notices under clause 19.12 (e) of the Bi-partite Settlement for misconducts i.e. for Bills purchase facilities without having sufficient balance in his accounts and unauthorized absence from duty respectively and on all the three occasions, punishment of stoppage of one increment for six months was awarded against him and inspite of imposition of such punishment, there was no improvement in the conduct of the workman, so charge sheet dated 16-6-1997 was issued against him and lastly he was dismissed from services.

4. As this is a case of dismissal of the workman from services, after holding of a departmental enquiry, the validity of the departmental enquiry was taken for consideration as a preliminary issue and by order dated 1-9-1996, the departmental enquiry against the workman was held to be proper.

5. At the time of argument, it was submitted by the learned advocate for the workman that the charges levelled against the workman were vague and no evidence was produced by the party no. 1 during the departmental enquiry to substantiate the charges and the enquiry was closed on the ground of admission of the charges by the workman, but there is nothing on record of the departmental enquiry to show that the workman in fact admitted the charges and from the materials on record, it can be held that enquiry was not conducted at all and it is well settled that on the basis of the confessional statement, if dismissal order is issued, then such dismissal order is not proper and as the charges levelled against the workman were vague and no evidence was adduced to prove the charges, by the party no. 1, the enquiry officer merely on the alleged confession of the workman ought to have reached to the conclusion that all the charges were proved against the workman and the punishment imposed was not proper as because, it is clear from the document no. 10 filed by the party no. 1 that the disciplinary authority was not in favour of imposing punishment of dismissal, but desirous of imposing stoppage of increment, but suddenly for extraneous reason imposed punishment of dismissal and while imposing punishment of dismissal, punishment of bringing down basic salary by two stages and one stage was also imposed for charge nos 1 and 2 respectively by the disciplinary authority and thus, it is a case of double jeopardy, as two punishment were imposed for the same misconduct and the punishment imposed in respect of absenteeism is quite disproportionate and the same is therefore required to be quashed and set aside and the workman is entitled to be reinstated in service with continuity and full back wages.

In support of such contentions, the learned advocate for the workman placed reliance on the decisions reported

in 1991 II CLR-722 (Cock Brand Sinnar Bidis Ltd. Nasik Vs. Shankuntalabai Dasaratha Khandre) and 2002 II CLR-868 (Gujarat State Road Transport Corporation Vs. Shankarbhai Panabhai Bhol).

6. Per contra, it was argued by the learned advocate for the party no. 1 that it is already held by the Tribunal as per order dated 01-9-1996 that the departmental enquiry held against the workman to be proper and now, it is only to be considered about the perversity of the findings of the enquiry officer and the quantum of punishment and the workman fully participated in the enquiry with his defence representative and documentary evidence were produced in the enquiry by party no. 1 in support of the charges levelled against the workman, besides the admission of the charges by the workman besides the admission of the charges by the workman and the enquiry officer, taking into consideration the evidence produced before him during the course of the enquiry and the admission of the workman gave his findings and the enquiry officer strictly followed the procedure laid down in the matter and as such, the findings cannot be said to be perverse and the disciplinary authority considered the submissions of defence, before accepting the enquiry report and arriving at the conclusion of imposing punishment and serious misconducts were proved against the workman in a properly held departmental enquiry and the workman is not entitled for any relief.

7. Before delving in to the merit of the matter, I think it necessary to mention the settled principles enunciated by the Hon'ble Apex Court in regard to the jurisdiction of the Tribunal to interfere with the disciplinary matters for punishment.

In a number of decisions, the Hon'ble Apex Court have held that :—“We must unequivocally state that the jurisdiction of the Tribunal to interfere with the disciplinary matters for punishment cannot be equated with an appellate jurisdiction. The Tribunal cannot interfere with the findings of the enquiry officer or competent authority where they are not arbitrary or utterly perverse. It is appropriate to remember that the power to impose penalty on a delinquent officer is conferred on the competent authority either by an act of legislature or rules made under the provision of Article 309 of the Constitution. If there has been an enquiry consisted with the rules and in accordance with principles of natural justice, what punishment would meet the ends of justice is a matter exclusively within the jurisdiction of the competent authority. If the penalty can be lawfully imposed and is imposed on the proved misconduct, the Tribunal has no power to substitute its own discretion for that of the authority.”

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the matter in question, now, the present case in hand is to be considered.

8. On perusal of the materials on record it is found that the workman was served with a charge sheet containing details of the allegations on which such charges were based and therefore, the charges levelled against the workman cannot be said to be vague.

9. So far the contentions raised by the workman that he had never admitted the charged levelled against him and there is no document in support of such claim of the party no. 1 is concerned, it is found that there is no force in such contention as because, the workman in the statement of claim has admitted that he admitted the charges levelled against him before the enquiry officer. It is the case of the workman that as there was a settlement between his defence representative and the representative of the management that in case of admission of the charges by him, a lenient punishment would be imposed, he admitted the charges. However, there is nothing on record to show that there was any such settlement and the workman admitted the charges due to such settlement. Rather, it is found from record that the workman voluntarily admitted the charges. It is found from the record that on 8-10-1997, the workman appeared before the enquiry officer alongwith his defence representative and admitted the charges levelled against him unconditionally. The workman also did not dispute the documents produced by the party no. 1 in the enquiry and as such, the documents were marked as exhibits on behalf of the management. It is also found that at the time of the personal hearing of the workman by the disciplinary authority before the imposition of the penalty, it was submitted on behalf of the workman that charges were proved against the workman as he admitted the same and a lenient punishment be imposed against him. The enquiry officer basing on the documents produced in the enquiry and the admission of the workman held the charges to have been proved against the workman. So, the findings of the enquiry officer cannot be said to be perverse.

In view of the facts and circumstances mentioned above, with respect, I am of the view that the decision reported in 1991 (II) CLR- 722 (Supra) has no application to the present case in hand.

10. So far the question of quantum of punishment is concerned, it is found that there is nothing on record to show that the disciplinary authority was not in favour of imposing the punishment of dismissal and desirous of imposing of stoppage of increment, but for extraneous reason, imposed the punishment of dismissal as claimed by the workman. Rather, from the record it is found that the defence representative of the workman pleaded to impose lenient punishment before the disciplinary authority at the time of personal hearing and the disciplinary authority after taking into consideration the say the enquiry including the report of the enquiry officer, passed the order of punishment of dismissal from services. Punishment of lowering the scale of the workman for charge no. 1 and 2 was passed and punishment of dismissal from services was passed for

charges nos 3 and 4 and for that, it cannot be said that there was double jeopardy. It is also found that grave misconduct of absenteeism has been proved against the workman in a properly conducted departmental enquiry. It is also found that the workman had been punished twice for the misconduct of absenteeism before head. Hence the punishment of dismissal from services passed against him cannot be said to be shockingly disproportionate, requiring interference in the matter. As the facts and circumstances of the case in hand are different from the fact and circumstances of the case mentioned in the decision reported in 2002 II CLR-868 (Supra) and the settled principles enunciated by the Hon'ble Apex Court as mentioned above, with respect, I am of the view that the said decision has no application to the present case. Hence, it is ordered :—

ORDER

The action of the management of Bank of Maharashtra through its Regional Manager, Khandesh Mill Complex, Nehru Chauk, Jalgaon in dismissing Shri Ajit Bhaskar Joshi from his services vide order dated 3-4-1998 for the charge of unauthorized absence is justified is legal and proper. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 2 मार्च, 2012

का.आ. 1215.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं. 1 के पंचाट (संदर्भ संख्या 291/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-03-2012 को प्राप्त हुआ था।

[सं. एल-20012/137/2000-आईआर (सी-1)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 2nd March, 2012

S.O. 1215.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 291/2000) of the Central Government Industrial Tribunal-cum-Labour Court-I, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. CCL, and their workmen, which was received by the Central Government on 2-3-2012.

[No. L-20012/137/2000-IR (C-1)]

D. D. S. SRINIVASA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference u/s. 10(1)(d)(2A) of the Industrial Disputes Act, 1947

Reference No. 291 of 2000

PARTIES :

Employers in relation to the management of Karo Open Cast Project of M/s. C.C. Ltd.

AND

Their Workmen

PRESENT :

SHRI H. M. SINGH, Presiding Officer.

APPEARANCES :

For the Employers : Shri D. K. Verma, Advocate.

For the Workmen : Shri D. Mukherjee, Advocate.

State : Jharkhand

Industry : Coal

Dated, the 22nd February, 2012

AWARD

By Order No. L-20012/137/2000-IR (C-I) dated 27-9-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Karo Open Cast Project of M/s. C. C. Ltd. in not promoting Shri Shivraj Saw along with his juniors is justified ? If not, to what relief is the workman entitled and from what date ?”

2. The case of the concerned workman is that he was originally appointed as Cat. I Mazdoor on 25-9-1985 and later on he was promoted to the post of Cat. II w.e.f. 1-12-1993 but surprisingly enough he was actually working as Shovel Operator since 25-3-1992 as per direction and authorisation by the management. He has put in more than 240 days attendance in each calendar year. Their Lordship of Hon'ble Supreme Court held that to confirm an employee in the acting position means regularisation and accordingly he was legally entitled for regularisation as Shovel Operator in Grade-II. The management has implemented Wage Board Recommendation which has statutory force and also NCWAS which is a settlement. As per statute and settlement also he was legally entitled for his regularisation as Shovel Operator Grade-II/B w.e.f. 1992. The concerned workman represented before management several times for his regularisation and proper grade and wages but without any effect. The management instead of regularising started paying difference of wages of Grade-B and Category-II from 1994. But the management was very much interested for promotion of a junior workman, Sri S. Kabi and accordingly the management discriminated and victimised the concerned workman in different wages including in the matter of regularisation and promotion.

Though the concerned workman was authorised to work as Shovel Operator w.e.f. 25-3-1992 whereas Sri Kabi

was authorised to work as Shovel Operator w.e.f. 24-4-1992 but the management started paying difference of wages of Grade-B and Category-II to Sri Kabi earlier than the concerned workman. Sri Kabi was regularised as Shovel Operator Grade-II/B w.e.f. 18-4-1995 superseding the concerned workman who was regularised as Shovel Operator Grade-II/B w.e.f. 17-11-1996. The concerned workman and the union on behalf of the concerned workman represented before the management several times for his regularisation as Shovel Operator Grade-II/B in the year 1992 or at least w.e.f. the date of promotion of S. Kabi by maintaining seniority and to promote in Grade-I at least w.e.f. the date of promotion of S. Kabi but without any effect. Seeing no other alternative the union raised an industrial dispute before the A.L.C. (C), Hazaribagh, which ended in failure due to adamant attitude of the management. Thereafter this dispute has been referred to this Tribunal for adjudication.

Under the facts and circumstances stated above, it has been prayed before this Tribunal to answer the reference in favour of the workman by directing the management to regularise the concerned workman as Shovel Operator Grade-II/B and in the post of Shovel Grade-I in the year 1995-96 or alternatively the concerned workman be regularised as Shovel Operator Grade-II/B w.e.f. 18-4-1995 and Shovel Operator Grade-I w.e.f. 12-3-1998 i.e. from the date of promotion of junior, S. Kabi with all arrears of wages and consequential benefits.

3. The case of the management is that the Union raised the present industrial dispute and claimed promotion of the workman only on the ground that another workman, namely, Sri S. Kabi was promoted/regularised in Operator Grade-II B w.e.f. 18-4-1995 superseding the concerned workman. The concerned workman was originally appointed as trainee in Category-I Mazdoor on 25-9-1989 and subsequently he was promoted in Category-II Mazdoor from 1-12-1993 and was regularised as Shovel Operator Grade-II from 1-12-1996. Sri S. Kabi was appointed as Category-I Mazdoor on 6-2-1991 and he was promoted in Category-II in Shovel Section and after that he was authorised to work as Shovel Operator. He was being paid the difference of wages of Shovel Operator, Grade-II, Group-B and that being the position, he was regularised as a Shovel Operator Group-B from 18-4-1995. Sri S. Kabi came in Shovel Operator Grade-II Group-B before the concerned workman. The concerned workman was regularised as a Shovel Operator Group-B as on 17-11-1996 and that being the position, Sri S. Kabi is the senior to the concerned workman in Shovel Section. The operation of Shovel Operator is required special skill and the workman concerned came in the Shovel Section after Sri S. Kabi so, he is not entitled for any relief.

It has been prayed that the Hon'ble Tribunal be pleased to hold that the action of the management is legal

and justified and further be pleased to hold that the concerned workman is not entitled to any any relief.

4. Both the parties has filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statements.

5. The management has produced MW-1, Pratul Kumar the concerned workman has produced himself as MW-1 and proved documents as Exts. W-1 to W-6.

6. Main argument advanced on behalf of the concerned workman is that his junior, S. Kabi was promoted by the management and the management discriminated the concerned workman regarding difference of wages, regularisation and promotion. He made several representations to the management but no heed has been paid through he is entitled as per settlement Shovel Operator Grade-II/B from 1992. The management started paying difference of wages from 1994. It has also been argued that Sri Kabi was appointed as Cat. I Mazdoor on 6-2-1991 but the management promoted him along with the concerned workman in Cat. II w.e.f. 1-12-1993. The concerned workman was authorised to work as Shovel Operator w.e.f. 25-3-1992 whereas S. Kabi was authorised to work as Shovel Operator w.e.f. 24-4-1992 but the management started paying difference of wages of Category-II to S. Kabi earlier than the concerned workman. He was regularised as Shovel Operator Grade-II/B w.e.f. 18-4-1995 superseding the claim of the concerned workman and the concerned workman was regularised as Shovel Operator Grade-II/B w.e.f. 17-11-1996 which anti-labour practice of the management. The management further discriminated the concerned workman by not calling him to appear in the D.P.C. in the year 1988 for promotion to the post of Shovel Operator Grade-I. The matter was referred to A.L.C. (C) for adjudication.

7. The management has argued that the demand of the union for promotion of individual workman cannot be an industrial dispute, so the concerned workman is not entitled to any relief. He was originally appointed as trainee in Category-I Mazdoor on 25-9-1989, subsequently he was promoted in Category-II Mazdoor from 1-12-1993 and was regularised as Shovel Operator Grade-II from 1-12-1996. S. Kabi was appointed as Category-I Mazdoor on 6-2-1991 and he was promoted in Category-II in Shovel Section and after that he was authorised to work as Shovel Operator and he was regularised as Shovel Operator Group-B from 18-4-1995. The concerned workman was regularised as Shovel Operator Group-B on 17-11-1996. So his demand is not justified.

In this respect Ext. W-1 shows that the concerned workman appointed as Shovel Operator on 25-3-1992 and from 17-9-1994 S. Kabi regularised as Shovel Operator Grade-B, as per Ext. W.2 it shows that the concerned workman was appointed as Cat. I on 25-9-1989 and S. Kabi was appointed as Cat. I on 6-2-1991. He was junior to the concerned workman, though both were promoted to Cat. II

w.e.f. 1-12-1993 and difference of wages for the post of Shovel Operator Cat. II and Gr. II/B have been discriminated by the management because S. Kabi was given effect from 17-9-1994 and the concerned workman was given effect from 19-12-1994. This shows discrimination and anti-labour practice of the management against the concerned workman. For this purpose the management should enquire into the matter and fix responsibility of the official who has discriminated in this way. In this respect the concerned workman had given application to the management but no heed was paid by the management.

8. In this respect the management's witness, MW-1, Pratul Kumar, stated in cross-examination that the concerned workman was appointed as Shovel Operator w.e.f. 25-3-1992 as per Ext. W-1 and S. Kabi was junior to the concerned workman in Cat. I at the time of appointment. Both were promoted in Cat. II w.e.f. 11-12-1993. I have not filed any paper to show since when Kabi was authorised to work as Shovel Operator. A workman is regularised on the basis of work performance and authorisation. I can file paper to show that the performance of Kabi was better than the concerned workman. But no such paper has been filed by the management. Sri Kabi was regularised as Grade-B Shovel Operator w.e.f. 18-4-1995 and the concerned workman was regularised w.e.f. 17-11-1996 Kabi was promoted to Grade-I Shovel Operator and the case of the concerned workman was not considered though he represented before the management many times. The notes sheet dated 16/17-12-1995 marked as Ext. W-2. This statement shows that S. Kabi was regularised as Shovel Operator Grade-II/B w.e.f. 18-4-1995 superseding the concerned workman. The management has not filed any paper to show that the work performance of Sri Kabi was better than the concerned workman.

9. Considering the above facts and circumstances it shows that the attitude of the management is discriminatory against the concerned workman in not promoting him along with his junior is not justified. So, the concerned workman is entitled to promotion and difference of wages from the date of promotion of S. Kabi because he is senior to S. Kabi and there is nothing against him working in comparison with S. Kabi.

10. In the result, I hold that the action of the management of Karo Open Cast Project of M/s. C. C. Ltd. in not promoting Shri Shivraj Saw along with his juniors is not justified. Hence, the concerned workman is entitled to promotion and difference of wages from the date of promotion of S. Kabi.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 2 मार्च, 2012

का.आ. 1216.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल मैनेजर

टेलीकॉम डिपार्टमेन्ट लखनऊ और टेलीकॉम डिस्ट्रिक्ट इन्जीनियर, रायबरेली के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 159/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-3-2012 को प्राप्त हुआ था।

[सं. एल-40012/86/2001-आईआर (डी.यू.)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 2nd March, 2012

S.O. 1216.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award. (Ref. No.159/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the industrial dispute between the employers in relation to The General Manager Telecom Department, Lucknow and The Telecom Distt. Engineer, Raebareli and their workman, which was received by the Central Government on 2-3-2012.

[No. L-40012/86/2001-IR (DU)]
RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT:

Dr. MANJU NIGAM, Presiding Officer.

I.D. No. 159/2001

Ref. No. L-40012/86/2001-IR (DU) dated 11-09-2001

BETWEEN

Shri Achal Pal S/o Shri Ram Lotan R/o Vill.
Raghunathpur Kataili, PO Bhadokhar, Raebareli

AND

1. The General Manager,
Telecom Deptt.
O/o. General Manager,
Gandhi Bhawan,
Lucknow (U.P.)-226 001.
2. The Telecom District Engineer,
O/o. the Telecom District Manager,
Raebareli (Distt.)-229 001.

AWARD

1. By order No. L-40012/86/2001-IR(DU) dated: 11-09-2001 and subsequent corrigendum dated 27-12-2001 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Achal Pal S/o Shri Ram Lotan, R/o Vill. Raghunathpur Kataili, PO Bhadokhar, Raebareli and the General Manager, Telecom Deptt., O/o General Manager,

Gandhi Bhawan, Lucknow (U.P.) and the Telecom District Engineer, O/o. the Telecom District Manager, Raebareli (Distt.) for adjudication.

2. The reference under adjudication is:

“ WHETHER THE ACTION OF THE MANAGEMENT OF TELECOM, LUCKNOW IN TERMINATING THE SERVICES TO ACHAL PAL VIDE ORDER DATED 14-9-99 WAS LEGAL AND JUSTIFIED? IF NOT, WHAT RELIEF THE WORKMAN IS ENTITLED TO ?”

3. The case of the workman, Achal Pal, in brief, is that he was employed under Divisional Engineer, Telecom, Raibareli on the post of security guard on 7-02-99 without any appointment letter and worked as such till 14-09-1999 when his services has been terminated without any notice or retrenchment compensation in violation to the provisions contained in Section 25 F of the Industrial Disputes Act, 1947 in spite of the fact he worked for about 200 days and on including weekly and national holidays, he worked for more than 240 days in the calendar year preceding his termination. It is submitted by the workman that during his service period he put his attendance on the attendance register and was paid on Muster Roll Sheet and also that he was never given any proof regarding salary. It has been alleged by the workman that the management retained workmen junior to him and also employed some other new persons in violation to the provisions contained in Section 25 G & H of the Act. Accordingly, the workman has prayed that his termination order be set aside and he be reinstated with consequential benefits including back wages.

4. The opposite party has filed its written statement, denying the claim of the workman; wherein it has submitted that the workman was never engaged by it, as such, there arises no question of termination or violation of any of the provisions of I.D. Act. Moreover, it has submitted that the workman was the employee of M/s. Security and Protection Services, Varanasi. It has been submitted by the management that the workman never received any payment towards salary from the department directly; rather the management, as per terms of the contract, had always paid for the watch and ward services rendered by M/s. Security and Protection Services, Varanasi and in no point of time any payment was made to the workman by the management in lieu of his any services. The management has specifically submitted that the workman was admittedly deployed by the M/s. Security and Protection Services, Varanasi as one of its several watchman, which did not create any lien in favour of the workman against the management, furthermore, the contract in between the management and M/s. Security and Protection Services, Varanasi came to an end on 05-03-99. Accordingly, the management has prayed that the claim of the workman be rejected without any relief to him.

5. The workman has filed its rejoinder; wherein he has not brought any new fact apart from reiterating the averments already made by him in his statement of claim.

6. The workman has not filed any document in support of its case; whereas the management has filed photocopies of certain documents vide application dated 29-12-2005 in support of their claim, which mainly included :

- (i) Tender along with nile and regulation.
- (ii) Application submitted by M/s. Security & Protection Services through Director & agreement.
- (iii) Photocopy of the payment receipt to the contractor regarding their services.

7. The workman Achal Pal has examined himself as witness in support of this claim that he was appointed on the post of Security Guard on 07-02-99 and no appointment letter was given at the time of recruitment. He further stated that he was not given any letter regarding termed appointment nor in project work nor ad-hoc appointment nor he was kept through any contractor. He also stated that he put his attendance on the Attendance Register and was made payment on monthly basis @ Rs. 50 per day. In cross-examination, he stated that the payments were made by the department and he was not given any pay document. Further, he stated that he was not sponsored by the Employment Exchange nor saw any advertisement.

8. In rebuttal the management has examined Shri K. P. Bajpai, SDE (Planning), who stated that M/s. Security and Protection, S-II, 42-A, Gyatri Nagar Colony, Tanakpur, Varanasi was given contract to supply security guard. He further stated that the workman was never appointed by the Telecom department nor their attenndance was taken by the department. He also stated that the worked under the supervision of the Security Agency and the contractor was paid as per contract, thus, there was no relationship of employer and employee between the department and the workman, Achal Pal. The workman did not avail opportunity to cross-examine the management witness in spite of several opportunities were afforded to him.

9. The case is fixed for arguments since 13-10-2009; but the parties did not turn up for argument and were getting the case adjourned on one or the other pretext. Since the reference is very old, pending for arguments since 2009, as no party is turning, I think it proper to dispose of the present reference in the interest of justice; and accordingly the case was reserved for award.

10. In the light of the aforesaid rival statements of both the sides I have scanned the documents produced by the management. The workman has not field any document in support of its version nor has moved any formal application to summon any from the management.

11. Per contra, the management has filed photo copy of tender along with rule and regulation and application submitted by M/s. Security & Protection Services in response thereof. It has also filed photocopy of payment receipt to the contractor regarding their services. A bare perusal of contract dated 29-4-99 signed by AGM (Admin), Telecom, Varanasi and Director, M/s. Security & Protection Services, Varanasi, paper No. 27/32 to 27/35 shows that the security guards were required to be paid through the contractor.

12. Moreover, there is no document, from the workman, to prove this fact that the workman had actually worked as casual labour for more than 240 days in the preceding 12 months from the date of his disengagement. Admittedly no appointment letter was issued and no post was ever advertised for the appointment. There is no evidence of the workman that the Divisional Engineer was competent to engage daily wager. He has not produced any voucher or any other documentary evidence to prove this fact that he was paid @ Rs. 50 per day for the period mentioned in his statement.

13. It is well settled that if a party challenges the legality of order the burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case burden was on the workman to set out the grounds to challenge the validity of the termination order and to prove the termination order was illegal. It was the case of the workman that he had worked for 240 days in the year concerned. This claim has been denied by the management; therefore, it was for the workman to lead evidence to show that she had in fact worked up to 240 days in the year preceding his alleged termination. In (2002) 3 SCC 25 Range Forest Officer vs ST. Hadimani Hon'ble Apex Court has observed as under :

"It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that can not be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside."

14. Analyzing its earlier decisions on the aforesaid point Hon'ble Apex Court has observed in 2006 (108) FLR R.M. Yellatti & Asstt. Executive Engineer as follow :

"It is clear that the provisions of the evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesated

judgments we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily wages earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus, in most cases, the workman (claimant) can only call upon the employer to produce before the Court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self serving statements made by the claimant workman will no suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management."

15. In the present case the workman has stated that he has worked continuously for 240 days, but has not produced any document neither original nor photocopy in support of his oral evidence nor summoned the documents from the management. The burden was on the workman to show by the way of cogent evidence that he actually worked for 240 days in the preceding 12 months from the date of his alleged termination i.e. 14-09-99; but he failed to do so as he has he could not bring this fact on record. In view of denial of the management regarding his claim, the workman has nothing to support his version, except his own statement before this Tribunal, which does not suffice the matter. Further, the workman in his claim statement has submitted that workmen junior to him were retained by the management; but he failed to provide their detail neither in the statement of claim nor in his statement on oath.

The workman in his cross-examination has stated that "mere saath gate par suraksha karmi Sada Shiv, Ram Rarayan, Achal Pal lagaae jaate the", this transpires that the person who was adduced as workman witness was not Achal Pal, the workman concerned. The workman further stated that "mere paas security gurad hone ka koi parichai patra nahi tha", this is again in contravention to the terms given in the contract dated 29-4-99, which provided that the Security Gurar/Drivers shall be present at duty period in clean uniform and Identity Caard/Licence. Thus, the workman failed to prove through cogent evidence that he is the person who actually worked with the management of

Telecom department and his services have been terminated in violation to the provisions contained in Section 25 F of the I. D. Act, 1947.

16. On the other hand the management has well proved its case by filing copy of the contract with the M/s. Security and Protection Services which reveals that the security guards were required to be paid through the contractor and they were not deemed to be employee of any of the either State or Central Government. Also, the payment requisition placed by the contractor before the management for payment finds reference of the workman.

17. Mere pleadings are no substitute for proof. Initial burden of establishing the fact of continuous work for 240 days in a year preceding the date of alleged termination was on the workman but he has failed to discharge the above burden. There is no reliable material for recording findings that the workman had worked for 240 days in the preceding year from the date of his alleged termination and the alleged unjust or illegal order of termination was passed by the management.

18. Accordingly, the reference is adjudicated against the workman Achal Pal and he is not entitled to any relief.

19. Award as above.

LUCKNOW

30-01-2012. Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 5 मार्च, 2012

कर.आ. 1217.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चीफ जनरल मैनेजर, भारत संचार निगम लि. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, पोर्टब्लाइर के पांचाट (संदर्भ संख्या 3/09) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-3-2012 को प्राप्त हुआ था।

[सं. एल-40012/37/2009-आईआर (डी यू)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 5th March, 2012

S.O. 1217.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.3/09) of the Central Government Industrial Tribunal-cum-Labour Court, Port Blair as shown in the Annexure in the industrial dispute between the employers in relation to The Chief General Manager Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 5-3-2012.

[No. L-40012/37/2009-IR (DU)]
RAMESH SINGH, Desk Officer

ANNEXURE

**IN THE COURT OF THE PRESIDING OFFICER
LABOUR COURT ANDAMAN AND NICOBAR
ISLANDS, PORTBLAIR**

I.T. Case No. 3/09

PRESENT:

Shri Siddhartha Chattopadhyay, Judge, Labour Court, Andaman and Nicobar Islands, Port Blair.

Shri Shri : Binoy Bhushan Chakraborty . . . First Party

Versus

The Chief General Manager, Barath Sanchar Nigam Limited A & N Telecom Circle, Telephone Bhawan Port Blair . . . Second Party

DATE : 16-01-2012

JUDGEMENT

The present schedule reference was made by Central Government, in exercise of power conferred under clause (d) of sub section 1 and sub section (2A) of Section 10 of Industrial Disputes Act to adjudicate;

(1) Whether the action of the Management of M/s Asman Ex-Servicemen Security Service, Port Blair, in terminating the services of Shri Binoy Bhushan Chakraborty, with effect from 1-8-08 is legal and justified?

(2) If not, what relief the workman is entitled to?

In response to the notice served from this end, both parties appeared with their Written statement. The 1st party workman filed statement of demands. According to him while he was working under 2nd party he met with an accident which made him handicapped with 70% disablement. Actually he had been working under M/s. Kamraj Multi Purpose Labour Contract Co-operative Society Ltd, Humprygunj, up to 31.01.08, and thereafter he began to work under Asman Ex-Servicemen Security Service. The 2nd party being employer assured him that he would be provided with a job even after his accident, but ultimately they did not keep the said words. He was illegally retrenched on and from 01-08-08. According to him he is entitled to be reabsorbed in BSNL and he was not given any notice under Section 25 (F) of Industrial Disputes Act.

Accordingly he prayed for compensation due to non compliance of mandatory provisions of Industrial Disputes Act. As against this the 2nd party filed written objection. The sum and substance of their written objection is such that they never appointed this 1st party in their establishment and there was no contract between them. They made it clear that he had been working under the contractor, so they are not at all liable to absorb him in their establishment. In fine, they have prayed for dismissal of the case.

DECISION WITH REASONS

In order to establish his claim, the 1st party adduce affidavit in chief by filing affidavit. He has also tendered some documents which includes his letters to Labour Enforcement Officer, Secretary to Government of India, Ministry of Labour, his disablement certificate which are marked exhibits 1-3. After that he adduced further evidence in chief on 19-12-11 and submitted that some documents are lying in the BSNL office. However he was cross-examined at length on 03-0-12 and admitted that BSNL did not terminate him from his services. He also admitted that M/s. Asman Ex-Servicemen Security Service Company got tender and began to work under BSNL. He made it clear that he has no contract between him and BSNL, rather he had contract with M/s. Asman Ex-Servicemen Security Service.

Opposite party did not adduce any evidence. On perusal of the pleadings, and documents it is crystal clear that 2nd party did not engage him at any point of time. Naturally question of retrenchment also does not arise. On the contrary he was engaged by M/s. Asman Ex-Servicemen Security Service, who had got the contract from BSNL. In such circumstances I am, of the view that Section 25 of Industrial Disputes Act is not applicable and accordingly I am, unable to grant the relief as prayed for by the 1st party.

Hence it is,

AWARDED

That the case merits rejection.

Let a copy of this award be sent to the Government of India, Ministry of Labour, for necessary action and publication in official gazette.

SIDDHARTHA CHATTOPADHYAY, Presiding Officer.

नई दिल्ली, 5 मार्च, 2012

का.आ. 1218.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार चीफ इन्जीनीयर सर्विसेस, एम. इ. एस. बिरिचांज के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, पोर्ट बिलेयर के पंचाट (संदर्भ संख्या 1/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-3-2012 को प्राप्त हुआ था।

[सं. एल-13011/01/2009-आईआर (डी.यू.)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 5th March, 2012

S.O. 1218.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Port Blair as shown in the Annexure in the industrial

dispute between the employers in relation to The Chief Engineer Services, M.E.S. Brichgunj and their workmen, which was received by the Central Government on 5-3-2012.

[No. L-13011/01/2009-IR (DU)]
RAMESH SINGH, Desk Officer

ANNEXURE

IN THE COURT OF THE PRESIDING OFFICER INDUSTRIAL TRIBUNAL, ANDAMAN AND NICOBAR ISLANDS, PORT BLAIR

I.T. No : 1/2009

PRESENT:

Shri Siddhartha Chattopadhyay, Judge, Industrial Tribunal Andaman and Nicobar Islands, Port Blair.

The President A & N Forest, Sramik Karamchari Union, Bambooflat, South Andaman, Port Blair

Vs.

The Chief Engineer Services, A & N Zone, Military Engineering Services, Brichgunj

Delivery date of judgement : 2-9-2011

JUDGEMENT

The present schedule reference was made to this Tribunal by Central Government in exercise of the power conferred U/S (1) clause (d) read with sub-Section 2A of Section 10 of the Industrial Disputes Act to adjudicate :

- (1) Whether the demand of A & N Forest Shramik Karamchari Union for regularization of services of Shri Amal Ekka, Shri Amar Bahadur, Shri M. Vellaiah and Shri T. Narayana by the Management of Chief Engineer A & N Zone, MES is legal and justified?
- (2) If yes, What relief the workmen are entitled to?

Prior to entering into the merit of the reference, it is necessary to recapitulate facts of the case.

After getting the notice, both parties appeared with their written statement. 1st party workmen ventilated their grievances stating inter alia that they have been working as departmental recruited labour under the Chief Engineer, MES Military Engineering Service for a considerable years. Inspite of that, their services have not been regularized by the 2nd party. They have requested 2nd party times without number but to no good. Thereafter A & N Forest Sramik Karamchari Union took up their cause with conciliation officer. But the said conciliation proceeding having been failed, this dispute has been referred to this end.

2nd party filed written objection. According to them, the ruling cited by the petitioners has no application in this case. A daily rated mazdoor cannot claim regularization of service as of right.

DECISION WITH REASONS

1st party workmen filed affidavit in chief individually. Their affidavits are in harmony with each other. But they did not adduce any documents in support of their case.

Heard both sides. There is nothing on record that, the 2nd party has regularized the services of anyone who were appointed as DRMs. There is no circular issued by the competent authority that they are entitled to be absorbed in regular, cadre. On the contrary, 2nd party categorically stated that these workmen were employed for 17 days in a month and naturally question of regularization does not arise.

It is perhaps needless to say that the daily rated mazdoor or casual labour does not have any right to be regularized as a matter of course.

Hence, it is,

AWARDED

That the demand of Andaman and Nicobar Forest Sramik Karamchari Union for regularization of services of Shri Amal Ekka, Shri Amar Bahadur, Shri M. Vellaiah and Shri T. Narayana by the management of chief Engineer A & N Zone, MES is not legal and justified.

Let a copy of this judgment be sent to Government of India, Ministry of Labour for publication in official gazette and necessary action.

SIDDHARTHA CHATTOPADHYAY, Presiding Officer

नई दिल्ली, 7 मार्च, 2012

का.आ. 1219.—ओर विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/श्रम न्यायालय दिल्ली के पंचाट (संदर्भ संख्या 289/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-3-2012 को प्राप्त हुआ था।

[सं. एल-41014/01/2012-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 7th March, 2012

S.O. 1219.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.289/2011) of the Central Government Industrial Tribunal-cum-Labour Court, as shown in the Annexure in the Industrial Dispute Between the employers in relation to the management of Northern Railway India and their workman, received by the Central Government on 6-3-2012.

[No. L-41014/01/2012-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 1,
KARKARDOOMA COURTS COMPLEX DELHI

I.D. No : 289/2011

Shri Nishar Ahmed
Through Rashtriya Mazdoor Sangh,
B-40, Bulwerd Road,
Tis Hazari, Delhi.

..... Workman

Vs.

1. The Manager,
Northern Railway,
Sarai Rohila,
New Delhi.
2. M/s Peyush Traders,
Shop No. 6, Devgiri Apprt.,
A-Wing, Atmaram Nagar,
Behind Janta Sahkari Bank,
Lok Gram, Kalyan (East)
Mumbai-421306.

..... Management

AWARD

Claim statement was filed on behalf of Shri Nishar Ahmed son of Sh. Ekbal Ahmed, alleging therein that he joined services with Northern Railway, Sarai Rohila, New Delhi (hereinafter referred to as the management) as coach attendant, through M/s Peyush Traders (hereinafter referred to as the Contractor) on 17.2.2009. He worked diligently and honestly with the management. His last drawn wages were Rs. 7000/- per month. He never gave any chance of complaint to the management. Benefits such as appointment letter, attendance card, wages in a scale pay, leaves, ESI benefits, Provident fund, bonus and overtime allowance were not accorded to him. He was made to work twelve hours per day without payment of overtime wages. His wages from January 2010 to June 2010, were not paid. He felt financial difficulties and as such raised demand for payment of his wages and other allowances. Neither his wages for the aforesaid period nor overtime allowance was paid to him. Since he raised demand for payment of his wages and overtime allowances it irked the management. His services were dispensed with in an illegal manner on 23.6.2010. Neither notice nor pay in lieu thereof and retrenchment compensation was paid to him.

2. It was alleged on behalf of the claimant that on 3.9.2011, he filed a claim statement before the Conciliation Officer. Notices were issued to the management, as well as the Contractor. They opted not to appear before the Conciliation Officer. Action of the management in terminating his services, is violative of the provisions of Section 25F, 25G, and 25H of the Industrial Disputes Act, 1947 (in short

the Act). He claims that he may be reinstated with services of management with continuity and full back wages.

3. The claim statement was filed under the provisions of sub-Section (2) of Section 2 of the Act. The claimant projected that a period of 45 days stood expired from the date of his filing a claim statement/application before the Conciliation Officer. Sub section (2) of Section 2A of the Act, empowers a claimant to raise his dispute before this Tribunal in case of discharge, dismissal, retrenchment or otherwise termination of his services, without a dispute being referred by the appropriate Govt. under sub-section (1) of section 10 of the Act. In view of these facts, this deemed reference was entertained by this Tribunal.

4. Notice of this deemed reference and claim statement was sent to the management as well the Contractor. Notice, sent to the management, was received back with the report that no officer with the designation of manager is there with the management. Claimant was called upon to give proper designation and address of the employer within the meaning of clause (g) of Section 2 of the Act. Instead of giving designation and address of his employer, the claimant abandoned the proceedings with effect from 14.9.2011.

5. Claimant opted to abstain from the proceedings since 14.9.2011. He abandoned the proceedings for good. It is evident that the claimant had opted not to prosecute his grievances against the management and the Contractor. Thus it seems that now there remain no dispute between the claimant and the management as well as the Contractor. A no dispute awarded is, accordingly, passed. It be sent to the appropriate Govt. for publication.

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 7 मार्च, 2012

का.आ. 1220.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ मैसूर के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट (संदर्भ संख्या 48/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-3-2012 को प्राप्त हुआ था।

[सं. एल-12011/18/2006-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 7th March, 2012

S.O. 1220.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 48/2007) of the Central Government Industrial Tribunal-cum-Labour Court Bangalore as shown in the Annexure, in the industrial dispute between the management of State Bank of Mysore and their workmen, which was received by the Central Government on 7-3-2012.

[No. L-12011/18/2006-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
 BANGALORE

Dated : 9th February, 2012

PRESENT:

Shri S. N. NAVALGUND, Presiding Officer
 C. R. No. 48/2007

I PARTY

Shri H. P. Madaraje Urs,
 State Bank of Mysore, Daftary,
 Sargur Branch, Sargur,
 Mysore District,
 Mysore,
 Karnataka State

II PARTY

The General Manager (P)
 State Bank of Mysore,
 Head Office, K. G. Road,
 Bangalore,
 Karnataka State

ORDER

1. In this reference [No. L-12011/18/2006-IR (B-I) dated 28-2-2007] by the Central Government for adjudication as to "whether the action of the management of State Bank of Mysore in imposing the punishment of bringing to lower stage in the scale of pay by two stages on Shri H. P. Madaraje Urs, Daftary, State Bank of Mysore, K. R. Nagar Branch, Mysore District is legal and justified? If not what relief the workman is entitled to?" having regard to the allegations made in the claim statement that when the enquiry commenced the Presenting Officer presented his provisional list reserving his right to present additional list at later stage if needed, the Enquiry Officer asked his Defence Representative to submit all his defence documents and list of witnesses immediately and after the Presenting Officer concluded his case the enquiry officer declared the enquiry as concluded without hearing the pleas of defence, the following Preliminary Issue is raised touching the fairness or otherwise of the Domestic Enquiry.—

"Whether the Domestic Enquiry conducted against the first party by the second party is fair and proper?"

2. In order to substantiate this aspect of the case the learned advocate appearing for the second party while examining the officer as MW1 who deposed to the details of the enquiry conducted by him got marked as many as 15 documents as Ex. M1 to M15 the detailed description of

which are narrated in the annexure. Inter alia the first party filed his affidavit swearing to all the facts narrated in the claim statement and did not produce any documentary evidence in support of his contention. In the cross examination of first party counsel for second party got exhibited Ex. M16 to M21. After close of the evidence of both the sides when the learned advocates appearing for both sides were called upon to address their arguments the learned advocate appearing for the first party filed his written arguments wherein he has reiterated the claim statement as it is and the learned advocate appearing for the second party while taking me through the evidence of the enquiry officer, admissions given by the first party in the cross examination and the proceedings of the enquiry drawn by the enquiry officer urged that all fair opportunity being given to the CSE/first party, to defend him in the enquiry there is no reason to say that it was not fair and proper and as the punishment imposed for the proved charge being bringing to lower stage in the scale of pay by two stages there is no scope for the interference of this tribunal under Section 11 A of the ID Act, as such the preliminary issue deserves to be answered in the 'affirmative' and the reference is liable to be rejected. In support of this argument he relied upon the decisions reported in 1963 I LLJ-698 and ILR 2011 Kar 2037. The learned advocate appearing for the first party also filed his written reply.

3. On appreciation of the pleadings, oral and documentary evidence brought on record by both the sides touching the preliminary issue with the arguments put forward by them my finding on the preliminary issue is in the 'affirmative' and the reference is liable to be rejected as there is no scope to interfere in the punishment imposed which is neither dismissal nor any sort of termination denying the service to the first party for the following reasons :

Reasons :

4. It has come in the evidence of MW1/Enquiry Officer that he scheduled the first date of enquiry on 21-11-2003 and issued notice to the CSE/first party to appear on that day and though it was served he did not appear and inspite of it enquiry officer while postponing the enquiry to 2-12-2003 issued him another notice to appear on that day and on that day when he appeared he asked him whether he has received the charge sheet and understood the contents and when he answered in the affirmative he read over the charges to him and when he denied the same and submitted that he would appoint one Shri Prabhakara Shetty as his Defence Representative permitting him to avail his services adjourned the enquiry and on that day when Presenting Officer furnished list of witnesses and documents to be relied upon by the management he also recorded the evidence of one witness examined by the Presenting Officer and marked 30 documents in his evidence and on the same day he was

cross examined by the Defence Representative and thereafter Defence Representative examined the CSE/first party and submitted that he has no witness to examine and thereafter Management Representative and Defence Representative submitting their written submissions, he submitted his enquiry findings to the Disciplinary Authority. In his cross examination except a suggestion that he did not conduct the enquiry following the principles of natural justice and that after examination of witnesses he abruptly closed the enquiry without providing opportunity to the first party/CSE to examine him and his witness, nothing has been elicited to discredit his testimony. The evidence of the enquiry officer referred to above being corroborated by the proceedings recorded by him at Ex. M6 which also disclose that the management concluded its side by examining only one witness and he was cross examined by the Defence Representative on the same day and the Defence Representative did examine the CSE and submitted that he has no witness to examine, thereby, the suggestions made in the cross examination that enquiry officer did not follow the principles of natural justice and that he abruptly closed the enquiry without providing the opportunity to the CSE to examine him and his witness is bereft of any merit. In the cross examination by the learned advocate appearing for the second party it is elicited that he received the charge sheet as per Ex. M16 as well as the notice issued by the enquiry officer on 11-11-1993 as per Ex. M17 and as he did not appear on that day he was again served with notice dated 21-11-2003 to appear on 2-12-2003 as per Ex. M18 and that he submitted a letter to the enquiry officer expressing his intention to engage Shri Prabhakara Shetty to defend him as per Ex. M19 and he was allowed and that his Defence Representative submitted a letter to the enquiry officer dated 20-07-2004 as per Ex. 20 seeking time and another letter by him as per Ex. M21 dated 21-01-2004 and that time was granted, thereby absolutely I find there being any denial of fair and proper opportunity to the first party to defend in the enquiry.

5. Since it is a reference made on the individual dispute raised by the workman against the punishment of bringing to lower stage in the scale of pay by two stages there is no scope for this tribunal under Section 11 A of the ID. Act to consider the legality or otherwise of the order passed by the Disciplinary Authority regarding punishment. In this regard it is relevant to refer to the decision cited by the learned advocate appearing for the second party reported in ILR 2011 KAR 2037 wherein the Hon'ble High Court has held 'Section 11 A of the Act gives power to the Labour Court/Industrial Tribunal to reappraise the evidence adduced in the enquiry and reconsider the decision of the employer in the matter of imposing punishment. The provision under Section 11 A of the Act is applicable only in the case of punishment of dismissal or discharge of a workman'. Therefore, as rightly urged on behalf of the second party when the Domestic Enquiry conducted against the first party is held as fair and proper

there being no scope for this tribunal to interfere in the punishment imposed by the Disciplinary Authority, the reference is liable to be rejected at this juncture only without proceeding to hear the parties on merits of the enquiry findings or the punishment imposed by the disciplinary authority.

6. In the result I pass the following Order :

ORDER

The Preliminary Issue is answered in the affirmative holding that the Domestic Enquiry conducted against the first party by the second party is fair proper and the reference is rejected on the ground that there is no scope for this tribunal under Section 11 A of the ID Act to reappraise the evidence adduced in the enquiry and reconsider the decision of the employer in the matter imposing punishment on a individual dispute raised by workman. This order shall be forwarded to the Ministry for publication.

(Dictated PA transcribed by her corrected and signed by me on 9-2-2012).

S. N. NAVALGUND, Presiding Officer

Annexure CR NO. 48/2007.

List of witnesses for the Management/Second Party

1. Shri N. Balasubramanyam, Enquiry Officer MW1

List of documents marked for the Second Party I

Management

1. Copy of the charge sheet dated 27-09-2003 Ex. M1
2. Letter of first party dated 13-10-2003 Ex. M2 addressed to AGM
3. Copy of the order appointing the enquiry officer Ex. M3
4. Copy of the Order appointing the Presenting Officer Ex. M4
5. Copy of enquiry notice dated 10-11-2003 Ex. M5 fixing the date of 1 st day of enquiry on 21-11-2003.
6. Original enquiry proceedings Ex. M6
7. Original written submission of the Presenting Officer dated 18-03-2004. Ex. M7
8. Original written submission dated 05-04-2004 of the Defence Representative. Ex. M8
9. Original enquiry findings dated 22-05-2004 Ex. M9 of the enquiry officer with covering letter dated 22-05-2004.
10. Original list of documents. Ex. M10
11. Documents produced in the enquiry-30 documents exhibited for the management as BEX-1 to BEX-30. Ex. M11

12. Copy of the show cause notice dated 22-09-2004	Ex. M12	New Delhi, the 7th March, 2012
13. Copy of the order dated 2-11-2004 of the Disciplinary Authority with covering letter dated 2-11-2004.	Ex. M13	S.O. 1221.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.290/2011) of the Central Government Industrial Tribunal-cum-Labour Court-1, Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway and their workmen, which was received by the Central Government on 6-3-2012.
14. Original Appeal of the first party dated 23-11-2004.	Ex. M14	[No. L-41014/01/2012-IR (B-I)]
15. Copy of Order of Appellate Authority dated 11-01-2005.	Ex. M15	RAMESH SINGH, Desk Officer
16. Letter of the first party addressed to the Assistant General Manager, SBM dated 21-08-2003 w.r.f to AGM letter dated 11-08-2003.	Ex. M16	ANNEXURE
17. Letter dated 10-11-2003 issued by Shri N. Balasubramanyam, Enquiry Officer to the first party regarding date of preliminary hearing on 21 st November 2003.	Ex. M17	BEFORE Dr. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. I, KARKARDOOMA COURTS COMPLEX : DELHI
18. Letter dated 21-11-2003 issued by Shri N. Balasubramanyam, Enquiry Officer to the first party regarding adjournment of enquiry on 2 nd December 2003.	Ex. M18	I.D.No.290/2011
19. Letter addressed to the enquiry officer dated 2-12-2003 by the first party regarding appointment of Defence Representative Shri S.K. Prabhakar Shetty.	Ex. M19	Shri Dinesh Kumar Through Rashtriya Mazdoor Sangh, B-40, Bulwer Road, Tis Hazari, Delhi.
20. Letter addressed to the enquiry officer by the Defence Representative, Shri S.K. Prabhakar Shetty regarding his inability to attend the enquiry proceedings on 22 nd January, 2004.	Ex. M20	Workman
21. Letter dated 21-01-2004 addressed to Enquiry Officer by the first party regarding inability to attend the enquiry on 22-01-2004.	Ex. M21	Versus

List of witnesses for the First Party

1. Shri Madavraj Urs, First Party WW1

List of documents marked for the First Party

Nil

नई दिल्ली, 7 मार्च, 2012

का.आ. 1221.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण दिल्ली के पंचाट (संदर्भ संख्या 290/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-3-2012 को प्राप्त हुआ था।

[सं. एस-41014/01/2012-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

1. The Manager,
Northern Railway,
Sarai Rohila,
New Delhi.
2. M/s. Peyush Traders,
Shop No. 6, Devgiri Apprt.,
A-Wing, Atmaram nagar,
Behind Janta Sahkari Bank.
Lok Gram, Kalyan (East).
Mumbai-421306

Management

AWARD

Claim statement was filed on behalf of Shri Dinesh Kumar son of Sh.Nageshwar Chaudhary, alleging therein that he joined services with Northern Railway, Sarai Rohila, New Delhi (hereinafter referred to as the management) as coach attendant, through M/s. Peyush Traders (hereinafter referred to as the Contractor) on 17-2-2009. He worked diligently and honestly with the management. His last drawn wages were Rs. 7000/- per month. He never gave any chance of complaint to the management. Benefits such as appointment letter, attendance card, wages in a scale pay, leaves, ESI benefits, Provident fund, bonus and overtime allowance were not accorded to him. He was made to work twelve hours per day without payment of overtime wages. His wages from January 2010 to June 2010 were not paid. He felt financial difficulties and as such raised demand for payment of his wages and other allowances. Neither his wages for the aforesaid period nor overtime allowance was paid to him. Since he raised demand for payment of his wages and overtime allowances it irked the management. His services were dispensed with in an illegal manner on

23-6-2010. Neither notice nor pay in lieu thereof and retrenchment compensation was paid to him.

2. It was alleged on behalf of the claimant that on 3-9-2011, he filed a claim statement before the Conciliation Officer. Notices were issued to the management, as well as the Contractor. They opted not to appear before the Conciliation Officer. Action of the management in terminating his services, is violative of the Provisions of Section 25F, 25G, and 25H of the Industrial Disputes Act, 1947 (in short the Act). He claims that he may be reinstated with services of management with continuity and full back wages.

3. The claim statement was filed under the provisions of sub-section (2 of section 2 of the Act. The claimant projected that a period of 45 days stood expired from the date of his filing a claim statement/application before the Conciliation Officer, Sub-section (2) of section 2A of the Act, empowers a claimant to raise his dispute before this Tribunal in case of discharge, dismissal, retrenchment or otherwise termination of his services, without a dispute being referred by the appropriate Govt. under sub-section (1) of the section 10 of the Act. In view of these facts, this deemed reference was entertained by this Tribunal.

4. Notice of this deemed reference and claim statement was sent to the management as well the Contractor. Notice sent to the management was received back with the report that no officer with the designation of manager is there with the management. Claimant was called upon to give proper designation and address of the employer within the meaning of clause (g) of section 2 of the Act. Instead of giving designation and address of his employer, the claimant abandoned the proceedings with effect from 14-9-2011.

5. Claimant opted to abstain from the proceedings since 14-9-2011. He abandoned the proceedings for good. It is evident that the claimant had opted not to prosecute his grievances against the management and the Contractor. Thus it seems that now there remain no dispute between the claimant and the management as well as the Contractor. A no dispute awarded is, accordingly, passed. It be sent to the appropriate Govt. for publication.

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 9 मार्च, 2012

का.आ. 1222.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार सीनियर सुपरेन्डेट आफ पोस्ट, राजकोट डिवीजन, राजकोट के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या सी.जी.आई.टी.ए. आफ 1131/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-03-2012 को प्राप्त हुआ था।

[सं. एस-40012/151/1997-आईआर (डी.यू.)]

रमेश सिंह, डॉक्टर अधिकारी

New Delhi, the 9th March, 2012

S.O. 1222.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGITA of 1131/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sr. Superintendent of Post, Rajkot Division, Rajkot and their workmen, which was received by the Central Government on 09-03-2012.

[No. L-40012/151/1997-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR, AHMEDABAD

Present -
Binay Kumar Sinha,
Presiding Officer,
CGIT cum Labour Court,
Ahmedabad,
Dated 17th Feb.2012

Reference: CGITA of 1131/2004

Reference : ITC, 38/2007 (old)

The Sr. Superintendent of Post Offices, ...First Party
Rajkot division,
Rajkot-360001.

And their workman
Shri Rasul Mohammed Sipai,
Village: Dhuva, Tal: Wankaner,
Distt-Rajkot, Dhuva-363622. ...Second Party

For the first party Shri P.M. Rami, Assistant Government Pleader

For the second party: None

AWARD

On being terminated from the service by the first party Senior Superintendent of Post Offices, Rajkot regarding provisional appointment, the workman Shri Rasul Mohammed Sipai raised dispute before the conciliation officer, where upon the conciliation officer sent failure report to the Government and consequently the appropriate government considering Industrial Dispute existing between the employer in relation to the management of Senior Superintendent of Post Offices, Rajkot and their workman referred the dispute for adjudication to the Industrial Tribunal, Rajkot in exercise of powers conferred by clause (d) of sub-section (1) of section (10) of the

Industrial Dispute Act, 1947, formulating the terms of reference as follows under the schedule.

SCHEDULE

"Whether the action of the management of Senior Superintendent of Post Offices, Rajkot Division Rajkot in terminating the services of Sh. Rasul Mohammed Sipai is legal and justified? If not to what relief the workman is entitled to?"

2. Notices were sent to the parties' for submitting their pleadings statement of claim and written statement with documents. Consequently the party-workman second party submitted his statement of claim at Ext. 2 with list of document at Ext. 4 regarding his provisional appointment order dated 24-12-1992. His case is that he was engaged as EDBPM (Extra Departmental Branch Post Master) at Village Dhuva, Branch office Vakaner from 18-12-1992 and was allowed to continue in the employment up to 06-10-1995. Since thereafter his service was terminated without following rules and without compliance of Section 25 (f) of the ID Act, 1947. He approached to the Officials of the department requesting to permit and engage him on the work but he was not given any work. Further case is that junior persons to him were continued in the department whereas his services was terminated and so the management of Post Office have violated the provisions of Section 25 (g) of the ID Act. Further case is that even though he was old face but he was not recalled and reengaged by the management of Post Office. Whereas fresh persons were appointed at many other branches of Post Offices and sub Post office after termination of his service and so the management of post office has also violated the provision of Section 25 (H) of the ID Act. On these grounds prayer has been made to declare his termination from service illegal, ineffective, null and void. Further prayer for his reinstatement with back wages and for other relief to which he may be found entitled.

3. Disputing to the statement of claim of the workman, the first party in his written statement at Ext. 8 pleaded inter alia that the details and facts of the claim statement of the workman are not true and correct, the workman has no cause of action and this reference is not maintainable. Further admitting para one of the statement of claim regarding provisional appointment of the workman as EDBPM Dhuva branch post office from 18-12-1992 to 05-10-1995. In this respect contention of the first party is that the workman was engaged in terms of memo No. B2/ 25/Dhuva/92 dated 24-12-1992 and 10-03-1992 that provisional appointment is tenable till the disciplinary proceeding against Shri M.M. Pandya the permanent, EDBPM, Dhuva who was working since 05-07-1981 are finally disposed off and he had exhausted all channels of departmental and judicial appeals and petitions etc. and in case it is finally decided not to take Shri M.M. Pandya back into service and till regular appointment is made. Further contention is that there was condition in the

provisional appointment order of the workman that even if it is decided to take Shri M.M. Pandya back into service, the provisional appointment will be terminated without notice and also that the management of Superintendent of Post Office of Rajkot reserves the right to terminate the provisional appointment at any time before period given to the second party (workman), without notice and without assigning any reason and that these conditions were accepted by the second party workman. And so, the question of termination of services of second party does not arise and provision of Section 25 (F) ID Act, is not applicable. It has been further submitted that no fresh or new person were appointed on the post of EDBPM, Dhuva since Shri M.M. Pandya a regular and permanent EDBPM has been taken back on service as he was put off from duties due to some disciplinary proceeding and so there is no question in violation of provision of Section 25 (G) or 25 (H). On these scores prayer has been made to dismissed the reference since the second party workman is not entitled to get any relief. Subsequently the case record was transferred from the State Industrial Court Rajkot to State Industrial Court Ahmedabad from where fresh notices were issued to the parties. But the second party workman did not appear. Subsequently the case record received on transfer from the court of Industrial Court Ahmedabad to this Tribunal on 26-11-2010 and again fresh notices were issued to the parties at Ext. 10 from this tribunal. In response to the notice the first party management of Post Office appeared through its retained lawyer Shri P.M. Rami, Assistant Government Pleader by filing fresh Vakalatnama at Ext. 11. But the second party workman did not appear in spite of notices. The second party workman appears to have lost interest in this reference case to carryon. On behalf of the first party a pursis has been filed at Ext. 12 praying for passing necessary order in this reference since the second party workman has lost interest.

5. Since the second party workman has lost interest and is not interested to carry on with reference case and so the terms of reference as per schedule is answered that the action of the management of Senior Superintendent of Post Office, Rajkot Division, Rajkot in terminating the service of Shri Rasul Mohammed Sipai is legal and justified. It is therefore,

ORDERED

That this reference case is dismissed for non-prosecution by the second party workman. This is my award let copies of the award be sent to the appropriate Government for publication.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 9 मार्च, 2012

का.आ. 1223.—औद्योगिक विवाद अधिकार, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय बजार एवं बन्दर मैनेजर बी.एस.एन.एल., अलवर के प्रबंधतंत्र के संबंध में उनके

कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट (संदर्भ संख्या केस न 07/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-3-2012 को प्राप्त हुआ था।

[सं. एल-40012/110/2005-आईआर (डी.यू.)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th March, 2012

S.O. 1223.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.07/2007) of the Central Government Industrial Tribunal-cum-Labour Court Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of General Manager, BSNL, Alwar and their workmen, which was received by the Central Government on 9-3-2012.

[No. L-40012/110/2005-IR (DU)]

RAMESH SISNGH, Desk Officer
ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

PRESENT

N.K.PUROHIT, PRESIDING OFFICER

Case No. 7/2007

Reference No. L-40012/110/2005-IR(DU) dt. 9-1-2007

Shri Suresh Chand
Through Shri Devi Sahai Saini
Friends Sweet Home, Road No.2,
Pratapwas, Alwar.

V/s

The General Manager
Bharat Sanchar Nigam Limited
Alwar.

AWARD

10-1-2012

1. The Central Government in exercise of the powers conferred under clause (d) of Sub-section 1 & 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following Industrial dispute to this tribunal for adjudication:-

“Whether the action of the management of Bharat Sanchar Nigam Limited, Alwar in terminating the services of their workman Shri Suresh Chand Sharma w.e.f. 21-1-92 is legal and justified? If not, to what relief the workman is entitled to and from which date?”

2. The workman in his statement of claim has pleaded that during years 1989-90, 1990-91, & 1991-92, he has worked

as daily wager under the employment of non-applicant for 46, 288 & 10 days respectively. He has further pleaded that he has worked for more than 240 days during said period but in spite of this his services have been terminated on 21-2-1992 without any notice or pay in lieu of notice or retrenchment compensation. He has also pleaded that after termination of his services fresh hands have been recruited by the management.

3. In reply, the management has denied the claim of the workman. It has been averred that the workman has not worked for 240 days in any calendar year. The certificate produced by the workman regarding his working days is forged & in this regard a complaint was also lodged against the workman in the police station, Alwar. It has further been averred that no junior to the workman was given appointment in violation of Section 25-H of the I.D. Act. The appointments given were only against the backlog posts of SC/ST.

4. In rejoinder, the workman has denied that certificate produced by him is a forged document & that he himself had left the service.

5. The workman has submitted his affidavit in support of his claim. The management has submitted the counter affidavits of management witnesses Sh.Om Prakash Sharma, S.D.E & Sh. B.S.Chaudhary, SDO, Telephones.

6. In documentary evidence the workman has produced documents Ex-1 to Ex-8 & the management has produced document Ex-M-1 in support of their respective case.

7. Heard learned representatives on behalf of both the parties & perused the relevant record.

8. In view of the rival pleadings of both the sides the following questions crop up for consideration:-

- i. Whether the workman has worked for at least 240 days during preceding 12 months from the alleged date of termination & whose services were terminated in violation of Section 25-F of the Act?
- ii. Whether junior to the workman were retained at the time of his termination?
- iii. Whether fresh hands were given recruitment without any offer of reemployment to the workman, in violation of Section 25-H of the I.D. Act?
- iv. To what relief the workman is entitled to?

Point No. I

9. The workman in his statement has deposed that he was engaged in the month of December, 89 in the office of non-applicant at Alwar but his services have been terminated on 21-1-92 without any notice or compensation in lieu of notice. He has further deposed that he has worked for more than 240 days during preceding 12 months from

the date of his termination & his total working days during period from December, 89 to January, 92 were 344 days.

10. In support of his statement the workman has produced documents Ex-2 & Ex-4. Ex-2 is a certificate said to be issued by S.D.O., Telegraph, Alwar Sh. B.L.Arora. As per said certificate his total working days during period December, 89 to January, 92 are 344 days only. Ex-3 letter dated 27-8-05 is a letter of S.D.O.T., Alwar whereby information regarding working days of the workman was furnished to GMTD, Alwar. Ex-4 is a provisional seniority list of casual workers wherein 344 working days have been shown against the name of the workman.

11. Controverting it, the management witness Sh. O.P.Sharma, SDE, has stated that workman did not work for more than 240 days in any calendar year. He has further stated that the alleged signature of Sh. B.L.Arora on Ex-2 certificate is forged & in this regard a complaint Ex-M-1 was also lodged against the workman in the police station, Alwar. But he has admitted his signature on the letter Ex-3.

12. Management witness Sh. B.S.Chaudhary, SDO, Telephones has also deposed that certificate Ex-W-2 is a forged document. It does not bears signature of Sh. B.L.Arora. But he has also admitted that letter Ex-W-3 bears signature of Sh. O.P.Sharma, S.D.E.

13. The learned representative on behalf of the workman has contended that the management has not produced Sh. B.L.Arora to disprove his signature on the certificate Ex-W-2. Letter Ex-3 is an admitted document by the management witness. As per said letter the workman had worked for 288 days during period 90 to 91. It is an admitted fact by the management that no notice or retrenchment compensation was paid to the workman. Therefore, the termination of the workman was in violation of Section 25-F of the I.D.Act. In this regard, he has relied on 1976 LLJ(S.C.) 478.

14. Per contra, the learned representative for the I have given my thoughtful consideration on the rival management has submitted that the certificate produced by the workman is a forged document. He has also submitted that on the basis of his oral & documentary evidence the workman has failed to establish that he has worked for 240 days during preceding 12 months from the date of his termination. He has further submitted that no appointment letter was ever given to the workman. The workman was engaged on contract basis & after' efflux of period of contract the workman had left the service. Therefore, provisions of Section 25-F of the I.D. Act are not attracted.

15. I have given my thoughtful consideration on the rival submissions advanced on behalf of both the parties.

16. Letter Ex-w-3 which is an admitted document by

both the sides reveals that the workman has worked for following working days during period 89 to 92:-

Year	Working days
1989-90	46
1990-91	288
1991-92	10
Total working days	= 344

17. To attract the provisions of Section 25-F of I.D.Act one of the conditions required is that the workman is employed in any industry for a continuous period which would not be less than one year. Under sub-clause(1) of the Section 25-F, if a workman has put in uninterrupted service of establishment including the service which may interrupted on account of sickness, authorize leave, accident, a strike which is not illegal, a lock out or secession of work that is not due to any fault on the part of the workman shall be said to be in continuous service for one year i. e. 12 months in respect of number of days he has actually worked with interrupted service permissible under sub-section (1) of Section 25(B). 18. It is not the case of the workman that he was in continuous service of the non-applicant for one year within the meaning of Section (1) of Section 25(B) of the I.D.Act. Thus, the scope of enquiry is now confined to only 12 months preceding the date of termination to consider the questions whether the case of the workman falls under sub section(2) of Section 25(8) & attract the provisions under Section 25-F of I.D.Act. Section 25(B)(2) says that even if a workman has not been in continuous service for a period of one year as envisaged under sub section (1) of 25(B) of I.D.Act, he shall be deemed to have been in such continuous service for a period of one year if he has actually worked under the employer for 240 days in preceding period of twelve months from the date of his termination.

19. In present matter, as per pleadings in the claim statement & documents relied upon by the workman he has worked for 288 days during period 1990-91 & during period 1991- 92 he has worked for 10 days only. To attract the provisions of Section 25-F of the I.D.Act relevant period is only preceding 12 months from the date of his termination i.e. from 21-1-1991 to 21-1-1992. It is evident from the document Ex-W-3 relied on by the workman himself that he has worked during 21-1-1991 to March, 1991 & 10 days during January, 1992. It is also evident that the workman has not worked for more than 240 days during preceding 12 months from the date of his termination i.e. 21.1.1992. Thus, the workman has failed to establish that his termination was in violation of Section 25-F of the I.D.Act.

20. In decision 1976 LLJ(S.C.) 478 referred to by the learned representative for the workman Hon'ble Apex Court has held that if the workman swims into the harbor of Section 25-F, he cannot be retrenched without payment at the time of retrenchment compensation as prescribed

therein read with Section 25(B)(2). But in instant case the workman has failed to prove that he has been in continuous service for a period of one year as envisaged under sub-section (1) of Section 25(8) of the I. D. Act. Therefore, the learned representative for the workman does not derive any assistance from the decision supra. Thus, this point is decided against the workman.

Point No.II

21. The workman in his claim statement has pleaded that juror to him were working at the time of his termination. The workman in his affidavit has not deposed that at the time of his termination any junior to him was retained. There is no documentary or oral evidence in support of above pleadings. Thus, the workman has failed to establish any violation of Section 25-G of the I.D. Act.

Point No.III

22. The learned representative for the workman has contended that services of the workman were terminated on 21.1.1992 & thereafter directions were given by the CAT, Principle Bench, Delhi vide order dated 9.9.1992 (Ex-5) In O.A. 746/92 to give appointment as per seniority register of the casual labour which was to be maintained by the non-applicant. He has further contended that in provisional seniority list of casual labourer dated 30.9.1992 (Ex-4) the name of the workman is at S.No. 9 but the management did not give him appointment as per his seniority & after termination of the services of the workman fresh hands have been recruited whose working days were less than the working days of the workman.

23. Controverting the above contentions, it has been submitted on behalf of the learned representative for the management that there is complete ban on the appointment of casual labour in the non-applicant establishment. No junior to the workman was given appointment. Only persons belonging to SC/ST were given appointment against the backlog post of SC/ST after obtaining a list from Employment exchange, therefore, there is no violation of provisions u/s 25-H of the I.D. Act.

24. I have given my thoughtful consideration on the above submissions.

25. In O.A. No.746/92 before principle bench of the CAT, Delhi the appointments of casual labourer were made in Telecom Department. It was stated on behalf of the applicant therein that the applicants who were disengaged from service have worked from 2 to 9 months in the year 1989 to 1991. They have, however, not completed 240 days of service & it was contended on behalf of the respondents therein that there is no work in their office for which the applicants could be accommodated & no junior to the applicants is working in their office. In above factual backdrop vide order dated 9.9.1992 directions were given in the said O.A. to consider the case of the applicants in case the management needs the services of Casual Labourer & in preference to persons with lesser length of service

and outsider. Further directions were given for maintaining the register of casual labourer containing the period of service rendered by them & their engagement were to be done in accordance with the said register & regularization was to be done after compliance of requisite period in accordance with scheme prepared for the purpose of regularization of Casual Labourer in the department.

26. The workman has deposed in his affidavit that as per aforementioned directions of the CAT the management has not given any preference to him while recruiting fresh hands.

27. Controverting the evidence of the workman, the management witness Sh. B.S.Chaudhary has stated that there is complete ban for engagement of the casual labourer. He has also stated that the CAT did not give any specific directions regarding appointment of the workman.

28. The workman has produced copy of the provisional seniority list Ex-w-4 dated 30.9.1992. The name of the workman finds at sl.no. 9 in the said list. He has also produced photo copies of the documents Ex-w-6 to Ex-w-7. Ex-W-6 is the copy of the reply filed by the non-applicant before A.L.C.(C) , Jaipur. It has been stated in the said reply that casual labourers have not been recruited by the department & after directions of the CAT, no casual labour has been engaged. Only persons belonging to SC/ST have been appointed in a special drive to fulfill their backlog posts after obtaining list of the candidates from employment exchange. EX-W-7 order dated 27.3.1988 pertains to appointment of Mahendrapal Singh as daily wager in compliance of the award of the CGIT dated 28.7.1997. Ex-W-8 dated 27.1.1997 is an order pertaining to selected candidates of SC / ST as regular mazdoor & safaiwala.

29. The workman in his claim statement & affidavit has not disclosed the name of persons allegedly given appointment in violation of Section 25-H of the I.D. Act. In his cross examination he has stated that Sh. Ramavtar, Sh. Ramesh, Smt. Santa Devi & Sh. Mahendra Pal & Sh. Bannilal were given employment after termination of his services.

30. Upon perusal of the provisional list Ex-4 it is evident that Ramavtar, Ramesh Chand & Savita Devi were senior to the workman & their working days were also not less than the working days of the workman shown against his name. Further they have not been given appointment vide order Ex-8 dated 27-1-97. So far as Mahendrapal Singh is concerned his appointment has been given in compliance of the award of the tribunal vide order Ex-7. The name of the Bannelal is mentioned at sl.no. 21 but he has not been given appointment as regular mazdoor vide order Ex-8 dated 27-1-1997.

31. To attract the provisions of Section 25-H, the workman should have been retrenched & such retrenchment should be from the same category of service in the establishment in which the fresh hands have been

recruited. Re-employment within the meaning of Section 25-H imports the significance of taking back a retrenched workman in the same category to which he belongs.

32. It is an admitted case of the workman that at the time of termination he was working as a casual labour. The workman in his cross-examination has admitted that the persons whose names have been mentioned in the order Ex-W-8-were given appointments against the backlog posts of SC/ST. Upon perusal of the order Ex- W-8, it reveals that appointments to the persons mentioned in the list were given as regular Mazdoor not as casual worker. It further reveals that all the persons who were given appointments vide Ex-8 after holding interview on 24-1-97 belongs to SC/ ST Category. It is not the case of the workman that he was entitled to be appointed as regular labourer against the backlog posts of SC/ST.

33. For the forgoing reasons provisions of Section 25-H the I.D. Act are not attracted in the present matter. Accordingly, this point is also decided against the workman

34. Since, as per conclusions drawn in respect of point no. I, II & III, the workman has failed to prove any violation of section 25-F, G & H of the I.D. Act, the alleged action of the non-applicant is not illegal & unjustified. Resultantly, the workman is not entitled to any relief. The reference under adjudication is answered accordingly.

35. Award as above.

36. Let a copy of the award be sent to the Central Government for publication u/s 17(1) of the I.D. Act.

N.K. PUROHIT, Presiding Officer

नई दिल्ली, 9 मार्च, 2012

का.आ. 1224.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कमानडेन्स, ए. आर. डी. ई. पाशन, पुणे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट (संदर्भ संख्या 345/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 9-3-2012 को प्राप्त हुआ था।

[सं. एल-14012/11/2003-आई आर (डी यू)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th March, 2012

S.O. 1224.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 345/2003) of Labour Court, Pune as shown in the Annexure in the industrial dispute between the employers in relation to the Commandant ARDE, PASHAN, Pune and their workmen, which was received by the Central Government on 9-3-2012.

[No. L-14012/11/2003-IR (DU)]

RAMESH SINGH, Desk Officer

**ANNEXURE
BEFORE THE PRESIDING OFFICER THIRD
LABOUR COURT, PUNE**

Reference (IDA) No. 345/2003

The Commandant ARDE, PASHAN, Pune 411008 AND	...First Party
Shri. Karna Vinayak Swami C/o. M. V. Swamy Ashtvinayak Apartment 25/2, A/1, Flat No. 2 Tuljabhavani Nagar Gurav Pimple Pune - 411 027	...Second Party
Coram : Shri D. D. Kamble	
Appearances : Mr Salvi —Govt. Pleader for First Party Mr. S. S. Khare—Adv. for Second Party	

AWARD

(Delivered on this 21st day of February, 2011)

1. This reference has been referred to this Court by Government of India, Ministry of Labour, , New Delhi under clause (d) of sub-section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947.

2. The Second Party has filed statement of claim at Exh. 6 in this reference. He has contended that the First Party Armament Research Development Establishment, Pune is a Central Government Establishment. Huge staff is engaged for running of the said establishment, and to facilitate the said staff employees, a canteen is run by said establishment at their place at Pashan, Pune. The canteen is named as AROMI i.e. Armanent Officer's Mess and Institute. There are 25 employees employed at the mess. He was working there as a waiter-cum-helper since January 1993 till the date of his termination on 23-12-2001.

3. The First Party has terminated his services orally on 23-12-2001. He requested the First Party to reinstate him. However, his request was not considered. Therefore, he raised an industrial dispute at the office of Assistant Labour Commissioner, (Central) Pune and sought intermission in the said dispute. Conciliation proceedings were held there, but no positive response was given by the First Party, so that the conciliation ended in failure.

4. He was working with First Party continuously from January 1993 as a waiter- cum- helper. He was getting monthly salary of Rs. 1500. His name was entered on the muster roll of the First Party. He was working at the best of his ability and to the satisfaction of his superiors; He worked there for 9 years continuously and honestly.

5. On 23-12-2001 he went to resume on his duties in usual manner. He was not allowed to work by Mess President Mr. Vijay Prabhu Brigadier ARDE and Mr. Parmal told him that his services were terminated. They did not give any reason of termination. Afterwards, he went there for joining on duty, for couple of days, but he was not allowed to resume on duty. The First Party has not given him termination letter, notice or notice pay, compensation, and other legal dues, were not paid to him. The seniority list of the employees working with the First Party was not displayed. He was not paid wages of December 2001. As such, his termination is illegal, and it amounts to retrenchment.

6. He is suffering hardship, due to his termination. He is unable to maintain himself. Therefore, he has prayed that his termination of services, be declared as illegal and unjustified and First Party be directed to reinstate him with full back wages and continuity of service.

7. The First Party has resisted this reference by filing written statement at Exh. 7. According to First Party, this reference is not tenable. The contentions raised by First Party in this reference are vague. Second Party has suppressed material facts of his employment. He has not come before this Court with clean hands, so that this reference deserves to be dismissed.

8. The Armament Officer's Mess and Institution (AROMI) is self accounting unit, and its employees are not Government servants. This fact has been suppressed by Second party. Second party is employee of AROMI. He has admitted said fact, in his application dated 13-1-2002. As such, he is claiming wrong relief against First party. Second Party is not employee of First Party. He has falsely filed this reference.

9. Second Party has raised dispute about his services rendered in AROMI. As such, First Party has no comment on that pleading. Second Party is not employee of First Party. There is no employee-employer relationship between Second Party and First Party. Second Party was not appointed on any vacancy of First Party. No appointment letter was issued to him. Hence, this reference deserves to be dismissed. One recognised union in respect of same undertaking has applied that Second party was never an employee of First Party. Therefore, question of his reinstatement does not arise. Accordingly, First Party has prayed to reject this reference.

10. In view of the rival contentions of the parties, my learned pre-decessor has framed following issues at Exh.9. I have recorded my findings against them, with reasons herein after discussed as under:

ISSUES

1. Does Second Party established the employee-employer relationship?

FINDINGS

Yes

2. Does he proves that his oral termination w.e.f. 23-12-2001 is illegal?	Yes
3. Whether he is entitled to the reliefs prayed for?	Yes
4. What award?	As per final order

REASONS

1. ISSUE NO. 1:

The Second Party has filed his affidavit of examination in chief at Exh. 10. He has examined one witness at Exh. 14. The said witness has produced on record documents at Exh. 15 to 18 so as to prove employer-employee relationship between First party and Second party.

12. The Officer of the First Party S. S. Kulkarni has filed his affidavit at Exh. 20. He has produced on record various documents along with his affidavit, which he has marked at Exh. A to K. These documents are xerox copies.

13. After careful scrutiny of oral and documentary evidence adduced by both the parties at the outset it is noticed that, this reference was decided ex parte on 29-3-2006 as per Award Exh. 12 by my pre decessor. After that it has been restored.

14. The officer of the Second Party has stated that First Party is a Central Government Establishment. It has no concern with working of the Second party. The Second party was working with AROMI. It is purely an officers club managed by the committee of the officers. The First Party has no responsibility in respect of the employees employed by Armament Officer's Mess and Institute (AROMI). The Officer club is run by Officers from their own contribution. The club is run by Committee of officers. The First Party has no control over the functioning of the club. The engagement termination of the employee of the club is done by officers of the club.

15. Admittedly Second Party is engaged by officers club, which is known as Armament Officer's Mess and Institute (AROMI). He has also stated in respect of various documents at Exh. A to K. These are letters written by Second Party to Labour Commissioner, letter written by Director of First Party to President of Mess Committee, letter written by Asstt. Labour Commissioner to First Party Commandant, second letter written by First Party to Labour Commissioner. These documents are relating to correspondence between first party and Labour Commissioner. The Judgment of Hon'ble Central Administrative Tribunal is filed on record at Exh. K.

16. In view of these documents and evidence of First Party, it is noticed that officers of the First Party knows Second Party workman. Second Party was working in Armament Officer's Mess a"nd Institute (AROMI) as a

waiter. Residential accommodation was given to him by First Party. It abundantly proves that Armament Officer's Mess and Institute (AROMI) is run by Officers of the First Party. It is their club. They manage said club from the contribution of the Officers. It proves functional integrity between officers of First Party and their club- cum- mess which is called as Armament Officer's Mess and Institute (AROMI). The accommodation was given to Second Party by First Party. It proves that First Party has admitted status of Second Party as an employee of the Armament Officer's Mess and Institute (AROMI) which is run by Officers of the first Party. The employees of the AROMI are not workers of the Central Government, but the officers of the First Party have appointed them.

17. The witness of the First Party has admitted that Brigadier Vijay Prabhu and R. Perumal terminated services of Second Party by oral order. He has also admitted that First Party runs Mess for the Pashan Defence Offices. Those who are in defence establishment are permitted in said Mess. Only Officers of the First Party are permitted to take advantage of the Mess. This version of the witness of the First Party abundantly proves employee employer relationship of Second Party with First Party.

18. He has further admitted in para 1 of cross examination that officers of First Party look after, management of Armament Officer's Mess and Institute (AROMI) with other officers. This witness has not produced constitution and rules of AROMI. He has not produced names of executive committee of AROMI. So also he has not produced documentary evidence to show that officers of the First Party are having contribution in respect of AROMI. In view of oral testimony of witness of First Party, it can be very well inferred that the AROMI is run by First Party where Second Party was working. The Officers of First Party look after AROMI, which is Officers Mess and Club. Therefore, it cannot be held that there is no employer-employee relationship between First Party and Second Party.

19. The First Party has given residential accommodation to Second Party, because Second Party was working in AROMI which is Officers mess, and that Mess is run by First Party, for its defence officers at Pashan Pune. This very admission, of the witness, of the Second Party abundantly proves that there was employee-employer relationship between Second Party and First Party. The documents produced by this witness alongwith this affidavit do not prove that Second Party has no connection of any nature with First Party.

20. It is revealed from the evidence of Second Party that he was working with First Party from January 1993, as waiter cum helper, till 23.12.2001. On that day Brigadier Vijay Prabhu and R. Perumal of the First Party terminated services of Second Party. According to Second Party, the First Party and Armament Officer's Mess and Institute

(AROMI) are two different institutions. He was getting payment from Armament Officer's Mess and Institute (AROMI). However, that Armament Officer's Mess and Institute (AROMI) is run by Officers of First Party. Therefore, though First Party and Armament Officer's Mess and Institute (AROMI) are different institution, there is some connection between them because Armament Officer's Mess and Institute (AROMI) is mess of officers of First Party. The First Party has not given appointment letter to Second Party. On that ground, it cannot be held that First Party has no connection with Armament Officer's Mess and Institute (AROMI) and as such Second Party is not employee of First Party. The contention of the First Party to that effect is not acceptable.

21. The Second Party has examined one witness at Exh. 14 - Mr. Vitthal Pandit Khandale. He has stated in his affidavit at Exh. 14 that he was working with Armament Officer's Mess and Institute (AROMI), run by First Party as a waiter. The Second Party was also working with him. He was given Government Family quarter, Medical benefits for his family by First Party, and mess of the First Party is only for defence officer.

22. He has produced on record, documents at Exh. 15, wherein it has been mentioned, that Vitthal Pandit Khandale was serving for last 5 years as supervisor in Armament Officer's Mess and Institute (AROMI) managed by jointly HEMRL and ARDE. This letter mentions at top name of Government of India, Ministry of Defence. It is dated 1-7-98. This letter proves that First Party and Armament Officer's Mess and Institute (AROMI) are interlinked institutions. This letter is signed for Director, High Energy Material Research Lab, Sutarwadi Pune. The second letter at Exh. 16 dated 4-8-2000 shows that it is written by First Party to its officer Mr. D.S. Thorat due to his absency from Armament Officer's Mess and Institute (AROMI). It proves that First Party and Armament Officer's Mess and Institute (AROMI) is having functional integrity and therefore, it can be very well held that Second Party was working with First Party. The letter Exh. 17 dated 26-3-1996 shows that it was written by PMC, AROMI to Directors ARDE Pashan and HEMRL Sutarwadi for renovation of canteen of Arfament Officer's Mess, and Institute (AROMI) and list of items to be purchased is produced on record is at Exh. 18.

23. These documents and evidence of witness of Second Party at Exh 14 proves that, there was employer-employee relationship, between First Party and Second Party. This witness has categorically stated in his cross examination para 1 Exh. 14 that documents filed at Exh. 15 to 18 are documents which would show that both institutions are one and the same i.e. ARDE Pune and Armament Officer's Mess and Institute (AROMI). It proves that there is employee-employer relationship between Second Party and First Party.

24. The Judgment of Central Administrative Tribunal produced on record by First Party which is regarding Khandale is not helpful, to First Party on the ground that there is no employer-employee relationship between First Party and Second Party. That Judgment is given on point of jurisdiction and accordingly claim of the witness of Second Party - Vitthal Pandit Khandale has been dismissed. On that ground, it cannot be held that First Party and Armament Officer's Mess and Institute (AROMI) have no functional link of any nature. Armament Officer's Mess and Institute (AROMI) is run by First Party, that has been admitted by witness of First Party. Accordingly it proves employer-employee relationship between First Party and Second Party. Hence I answer Issue No. 1 in affirmative.

25. ISSUE No 2:

The witness of First Party has categorically admitted in his cross examination para 1Exh. 20 that First Party runs mess for Pashan Defence Officer. Brigadier Vijay Prabhu and R. Perumal terminated services of second party by oral orae. It is revealed from his evidence that officers of First Party look after management of Armament Officer's Mess and Institute (AROMI) alongwith its office bearer.

26. If this version of witness of First Party is considered alongwith evidence of Second Party, and his witness Exh. 10 and 14 coupled, with documents Exh. 15 to 18, it can be very well held that First Party has illegally terminated services of Second Party, violating provisions of section 25-F of Industrial Disputes Act, 1947. While terminating services of Second Party, who has served with First Party for 9 years, he was not given one months notice in writing indicating reasons for retrenchment. He was not paid in lieu of notice wages for period of notice. Second Party was also not paid retrenchment compensation equivalent to 15 days average pay. It proves that the services of Second Party were terminated illegally, in contravention of provisions of section 25-F of IDA. Therefore, that termination is illegal on fact of it. Accordingly, his oral termination w.e.f. 23-1-2001 is illegal. Hence I answer Issue No.2 in affirmative.

27. ISSUE No 3:

The Second Party has proved about his relationship with First Party. The First Party has link with Armanent Officer's Mess and Institute (AROMI). The officers of First Party has terminated services of Second Party in contravention of provision of section 25-F of Industrial Disputes Act, 1947. Therefore, Second Party is entitled for reinstatement.

28. However, it is revealed from evidence of Second Party that, he has not pleaded specifically in his statement of claim that he tried for alternative employment but could not get it. He has only contended in para 4 of statement of claim, that due to loss of employment, he is facing hardship and unable to maintain himself. The same facts has been

stated, in his evidence, but nothing has been stated by him about efforts made by him for reemployment after 23.12.2001. The Advocate for First Party has not cross examined Second Party on the ground of his re-employment. Therefore, Second Party is not entitled for full back wages as claimed by him.

29. In fact First Party has illegally terminated services of Second Party, and contended that Second Party was working with Armament Officer's Mess and Institute (AROMI) and ARDE has no connection with First Party, but evidence on record proves connection of First Party with Armament Officer's Mess and Institute (AROMI). The First Party has not followed provisions of section 25 F of Industrial Disputes Act. Therefore, it would be just and proper to grant 50% back wages to Second Party due to his illegal oral termination by officer of First Party -Brigadier Vijay Prabhu and R.Perumal. Accordingly, I hold that Second Party is entitled to 50% back wages with continuity of service. Thus Issue No. 3 is answered in partly affirmative.

30. In view of my aforesaid discussions, the evidence on record proves employee-employer relationship, between Second Party and First Party. First Party runs AROMI Defence Officers Canteen. The Officers of First Party have terminated services of Second Party. The learned Assistant Government Pleader for First Party submitted that there is no employee-employer relationship between Second Party and First Party. Second Party was waiter cum helper in Armament canteen. He was not Government servant and employee of First Party. He relied on para 4, 6, 7 of written statement, and cross examination of Second Party and his witness Exh. 10 and 14. However, this submission of Assistant Govt. Pleader are not acceptable because witness of First Party has admitted that First Party runs mess, for Pashan Defence offices. Only Officers of First Party are permitted to take advantage of mess and ARDE Officers looks after management of Armament Officer's Mess and Institute (AROMI). The documents at Exh 14 to 18 proves connection between First Party and AROMI. Accordingly, this reference deserves to be partly allowed. In the result, I pass following order:

ORDER

1. The reference is partly allowed.
2. The First Party is directed to reinstate Second Party on his original post, with continuity of service and pay him 50% back wages within two months from the date of this order.
3. No order as to the costs.

Place : Pune

Date : 21-1-2012

D.D. KAMBLE, Presiding Officer

नई दिल्ली, 15 मार्च, 2012

का. आ. 1225.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 यथासंशोधित 1987 के नियम 10 के उपनियम (4) के अनुसरण में, श्रम और रोजगार मंत्रालय के प्रशासकीय नियंत्रणाधीन नियमालिखित कार्यालयों को जिनके न्यूनतम 80 प्रतिशत कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है :—

उप-क्षेत्रीय कार्यालय, कर्मचारी राज्य बीमा निगम,
उदयपुर

प्रभागीय कार्यालय, कर्मचारी राज्य बीमा निगम,
जोधपुर

[सं. ई-11017/1/2006-रा.भा.नी.]

चन्द्र प्रकाश, संयुक्त सचिव

New Delhi, the 15th March, 2012

S. O. 1225.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, (as amended 1987) the Central Government hereby notifies following offices under the administrative control of the Ministry of Labour & Employment, at least 80% Staff whereof have acquired the working knowledge of Hindi :—

Sub-Regional Office, Employees'
State Insurance Corporation,
Udaipur

Divisional Office, Employees'
State Insurance Corporation,
Jodhpur

[No. E-11017/1/2006-RBN]
CHANDRA PRAKASH, Jt. Secy.

नई दिल्ली, 19 मार्च, 2012

का.आ. 1226.—जबकि मैसर्स अभ्यास ग्लोबल कनेक्ट लिमिटेड (परिवर्तित नाम मैसर्स एजीसी नेटवर्क्स लिमिटेड) कोड संख्या जीजे/18706 अहमदाबाद, गुजरात क्षेत्र के अंतर्गत (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) को कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा प्रदान की गई छूट को रद्द करने के लिए आवेदन किया है।

2. जबकि उक्त अधिनियम की धारा 17 (1) (क) के अंतर्गत एक प्रतिष्ठान को दिनांक 1-10-1990 से छूट प्रदान करते हुए भारत के राजपत्र में अधिसूचना संख्या एस-35015/56/2007-एसएस-II दिनांक 29 सितम्बर, 2009 को भारत के राजपत्र में प्रकाशित की गयी है।

3. और जबकि अब सरकार के ध्यान में यह आया है कि उक्त प्रतिष्ठान ने दिनांक 1-8-2011 से अपनी छूट अभ्यार्पित कर दी है और अब यह कोई कार्यकलाप नहीं कर रहा है।

4. अतः, अब केंद्र सरकार, उक्त अधिनियम, की धारा 17 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त प्रतिष्ठान को दी गई छूट को दिनांक 1-8-2011 से रद्द करती है।

[सं. एस-35017/1/2012-एस.एस.-II]

सुभाष कुमार, अवर सचिव

New Delhi, the 19th March, 2012

S.O. 1226.—Whereas M/s Avaya Global Connect Limited (changed name to M/s AGC networks Limited) [under code No. GJ/18706 in Ahmedabad, Gujarat region] (hereinafter referred to as the establishment) has applied for cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. Whereas a notification No. S-35015/56/2007-SS-II dated 29th September, 2009 granting exemption w.e.f. 01-10-1990 under section 17(1)(a) of the said Act to the said establishment was published in the Gazette of India.

3. And whereas now it has come to the notice to the Government that the establishment has surrendered its exemption with effect from the 01-08-2011 and it is no longer carrying on any activity.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of section 17 of the said Act the Central Government hereby cancels the exemption granted to the said establishment with effect from the 01-08-2011.

[No. S-35017/1/2012-SS-II]
SUBHASH KUMAR, Under Secy.